

STANDARD FORM 26 (REV 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P

	APPR	PROGRAM	SITE/	COST	OBJ		/
DCN	BFYS NUMBER ORG	ELEMENT	PROJECT	ORG	CLSS	AMOUNT	C

THIS AWARD IS SUBJECT TO THE AVAILABILITY OF FUNDS.

**B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY
 CONTRACT (EPAAR 1552.216-73) (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE PERIOD: June 1, 2007 through May 31, 2008

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		
Subtotal:		27,040		

Base Period: Overtime

		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	100		
1003	General Maintenance	300		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		
Total Labor:		72,740		

OPTION PERIOD ONE: June 1, 2008 through May 31, 2009

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/			

Forklift Operator	8,320
0006 Shipping/Receiving Clerk	4,160
Subtotal:	27,040

(b)(4)	(b)(4)
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Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Regular Time

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	2,080		
1003	General Maintenance	6,240		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period One: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	100		
1003	General Maintenance	300		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		
Total Labor:		72,740		

No. Of Months	Monthly Fixed Rate	Vehicle Price
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*Vehicles Price

12

(b)(4)

(b)(4)

Other Direct Costs (See B.3) Annual
ODCs \$62,000.00

G&A

Total

(b)(4)

ODCs

(b)(4)

Total Amount Option Period One

\$2,467,141.04

OPTION PERIOD TWO: June 1, 2009 through May 31, 2010

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		
Subtotal:		27,040		

Option Period Two: Overtime

		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Regular Time		Estimated	Fixed	
		Direct	Hourly	
Item	Labor Classification	Labor Hours	Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	2,080		
1003	General Maintenance	6,240		
1004	Laborer (15)	31,200		

Subtotal: 41,600

(b)(4)

Option Period Two: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	100		
1003	General Maintenance	300		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		
Total Labor:		72,740		

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	(b)(4)	(b)(4)
	Annual ODCs	G&A	Total ODCs
Other Direct Costs (See B.3)	\$62,000.00	(b)(4)	(b)(4)
Total Amount Option Period Two		\$2,470,032.24	

OPTION PERIOD THREE: June 1, 2010 through May 31, 2011

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		
Subtotal:		27,040		

Option Period Three: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Regular Time		Estimated Direct Labor Hours	Fixed Hourly Rate	Total
Item	Labor Classification			
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	2,080		
1003	General Maintenance	6,240		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period Three: Overtime

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	100		
1003	General Maintenance	300		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		

Total Labor: 72,740

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	(b)(4)	(b)(4)
Annual ODCs		G&A	Total ODCs
Other Direct Costs (See B.3)	\$62,000.00	(b)(4)	(b)(4)

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Total Amount Option Period Three

\$2,472,985.84

OPTION PERIOD FOUR: June 1, 2011 through May 31, 2012

Regular Time		Estimated Direct	Fixed	
Item	Labor Classification	Labor Hours	Hourly Rate	Total
0001	Warehouse Supervisor	2,080	(b)(4)	(b)(4)
0002	Senior Property Technician	2,080		
0003	Property Technician	4,160		
0004	Truck Drivers	6,240		
0005	Warehouse Personnel/ Forklift Operator	8,320		
0006	Shipping/Receiving Clerk	4,160		
Subtotal:		27,040		

Option Period Four: Overtime

		Estimated Direct	Fixed	
Item	Labor Classification	Labor Hours	Hourly Rate	Total
0001	Warehouse Supervisor	100	(b)(4)	(b)(4)
0002	Senior Property Technician	100		
0003	Property Technician	200		
0004	Truck Drivers	600		
0005	Warehouse Personnel/ Forklift Operator	800		
0006	Shipping/Receiving Clerk	400		
Subtotal Overtime:		2,200		

Regular Time		Estimated Direct	Fixed	
Item	Labor Classification	Labor Hours	Hourly Rate	Total
1001	Program Manager	2,080	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	2,080		
1003	General Maintenance	6,240		
1004	Laborer (15)	31,200		
Subtotal:		41,600		

Option Period Four: Overtime

Estimated Direct	Fixed Hourly
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Item	Labor Classification	Labor Hours	Rate	Total
1001	Program Manager	0	(b)(4)	(b)(4)
1002	Laborer/Maintenance Foreman	100		
1003	General Maintenance	300		
1004	Laborer (15)	1,500		
Subtotal Overtime:		1,900		
Total Labor:		72,740		

	No. Of Months	Monthly Fixed Rate	Vehicle Price
*Vehicles Price	12	(b)(4)	(b)(4)
	Annual ODCs	G&A	Total ODCs
Other Direct Costs (See B.3)	\$62,000.00	(b)(4)	(b)(4)
Total Amount Option Period Four			\$2,476,043.44

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders/Work Order Forms and accepted by the Project Officer and/or the Contracting Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

* The Vehicles Price includes trucks and forklifts. The price should include routine maintenance based upon the manufacturers recommended intervals (i.e. tune-ups, oil changes, lubrication, etc.), operation costs (i.e. gasoline, oil, etc.), and any repairs to these vehicles shall be done at the contractor's expense. The fixed monthly price in Section B will take into consideration all operations and maintenance support for these vehicles. This also includes costs associated with vehicle licenses, inspections, and insurance costs, and any other costs associated with normal operations. All vehicle repairs, regardless of value, should also be considered and factored into the monthly fixed price identified in section B. It is estimated that each of the trucks will average approximately 20,000 miles per year.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$10,000.00. The amount of all orders shall not exceed \$12,278,344.40 (to be adjusted as CBA and/or DOL wage determinations are done).

B.3 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the following categories, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer. Miscellaneous Other Direct Costs are considered to include local and long distance travel, material and equipment, packing boxes, supplies other than those office consumables required for the normal conduct of business, photocopying, which are necessary for task order/SOW performance.

Other Direct Costs may not include operation and maintenance cost of the vehicles describe in Section H (see H.28) but are to be charged with the CLIN for the Vehicles Price. However, should the government require additional or a replacement vehicle on a short term or temporary basis (e.g., approximately less than 10 days), then the costs associated with obtaining the additional vehicles would be reimbursed as an ODC.

Relocation costs and travel costs incidental to relocation of personnel are not allowable as allowable.

<u>Period</u>	<u>Other Direct Costs</u>	<u>G & A*</u>	<u>Total ODC Amount</u>
Base	\$62,000.00	(b)(4)	(b)(4)
Option Period I	\$62,000.00		
Option Period II	\$62,000.00		
Option Period III	\$62,000.00		
Option Period IV	\$62,000.00		

* General and Administrative or material handling charge applicable to ODCs and in accordance with contractors normal accounting practice.

Other Direct Costs to be incurred in direct support of this contract effort and not covered by the contractor's overhead rates may be charged against the contract. G & A expense as applied to other direct costs may be charged against this contract, subject to the conditions specified in the clause entitled "Indirect Costs". A fee/profit applied to other direct costs is not considered allowable under this contract.

B.4 LIMITATION OF FUNDS

Incremental funding will be provided on individual Task Orders issued under this contract. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 30 days, under a Task Order, when added to all costs previously incurred, will exceed 85% of the total amount so far allotted to the contract by the Government. The Contractor shall not exceed the dollars obliged for each Task Order.

The Contractor agrees to perform, or have performed, work on the Task Order up to the point at which the total amount paid and payable by the Government under the Task Order approximates but does not exceed the total amount actually allotted by the Government to the contract. Change Orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included

Facilities Management & Services Division (FMSD) Statement of Work

Background

The Environmental Protection Agency (EPA), Facilities Management and Services Division (FMSD), requires labor services and warehouse operations support for its Headquarters locations. This statement of work shall provide support services that shall be performed, on a daily basis, throughout the EPA Headquarters facilities within the Washington, DC metropolitan area and within a 100 mile radius. The EPA shall furnish office space and telephones for the contractor, located at the Federal Triangle Complex, the Potomac Yard complex, and at the warehouse in Landover, MD. The Statement of Work requires the need for skilled labor support and oversight operation of warehouse space for EPA.

General Requirements

The contractor shall provide relocation services and various labor services as described in the Statement of Work, in accordance with established commercial practices. The Contractor shall also provide management oversight to operate and maintain EPA's warehouse functions, i.e., shipping and receiving of Government property, delivery of carpet, furniture, supplies and equipment.

The Contractor shall provide management oversight for the labor services and warehouse operation support. The contractor shall be responsible for assuring that, in addition to normal warehouse operations, tasks associated with submitted Facilities Services Request, (FSR) 5100-8 are properly completed and closed out. The contractor shall maintain the Integrated Financial Management System (IFMS) database and provide a list of inventory of all items picked up and located in the warehouse, to the Project Officer (PO) and the Task Order Project Officers (TOPOs) on a weekly, monthly, quarterly and annual basis (see reports). Special arrangements must be made prior to delivering property at the specified locations. The contractor shall receive work requests (Federal Services Requests (FSRs)) through the EPA Facilities Tracking System (FTS). The contractor shall be responsible for providing coverage of work by utilizing staggered shifts and job sharing as opposed to overtime.

Prior to beginning work under the resulting contract, the contractor shall provide uniforms (shirts) of the same color for all personnel. Identification of each position (i.e., project manager, laborer, company name, etc.) should be adhered to their clothing and displayed at all times as contractor personnel. Contractor personnel are not to wear baseball caps, or similar, during working hours.

The Contractor shall provide labor services support to the following EPA buildings:

Ariel Rios Buildings: 1200 Pennsylvania Avenue, NW, Washington, DC
 Ronald Reagan Building: 1300 Pennsylvania Avenue, NW, Washington, DC
 EPA East Building: 1201 Constitution Avenue, NW, Washington, DC
 EPA West Building & Connecting Wing: 1301 Constitution Avenue, NW, Washington, DC
 Franklin Court: 1099 14th Street, NW, Washington, DC
 Charles Glover (Riggs) Building: 808 17th Street, NW, Washington, DC
 Colorado Building: 1341 G Street, NW, Washington, DC
 Woodies Building: 1025 F Street, NW, Washington, DC
 Potomac Yard Buildings 1&2: Crystal City, VA

The Contractor shall also make deliveries to the following locations:

Federal Records Center, Suitland, MD
 V Street Warehouse, SMC United Industrial LPs: 3025 V St, NE, Washington, DC
 Environmental Science Center (ECS), 701 Mapes Road, Fort Meade, MD
 Annapolis City Marina, 410 Severn Avenue, Suite # 109, Annapolis, MD
 GSA Surplus Sales, Loisdale Drive, Franconia, VA
 Davis Industries, 9920 Richmond Highway, Springfield, VA
 Franklin Court, 1099 14th Street, NW, Washington, DC
 Warehouse, 8335 Ardwick Ardmore Road, Landover, MD

EPA Warehouse Location: 8335 Ardwick Ardmore Road, Landover, MD

Additional buildings may be added or deleted as EPA offices change locations.

Labor Support Services

The Contractor shall provide labor support services during the hours of 7:00 am - 4:30 pm, throughout the indicated EPA locations. All requests for services, from EPA customers shall be received and processed through the Facilities Tracking System. The contractor is not to do any work without the FSR.

The Project Officer and the Contractor shall develop a delivery/pick-up schedule for the EPA buildings; a sample of a schedule is attached. This shall include, but not limited to the following:

- scheduling and planning office relocations of the EPA employees as established by FMSSD Facilities Managers;
- determining the method of access to the EPA buildings within the Metropolitan Area;
- scheduling the day of week and time of arrival for weekly deliveries to EPA buildings; and
- schedule to pick up excess property, furniture and recycling (i.e., toner cartridges and batteries) from the various buildings.

Facilities Tracking Systems (FTS)

The Facilities Services Request (FSRs), EPA Form 5100-8, shall be submitted from authorized EPA personnel. The FSRs shall be submitted to the contractor electronically through the Facilities Tracking System (FTS).

In the case of an emergency, the Project Officer(s) and the Facilities Managers will also be able to submit requests via email, to the contractor, to be followed up with the proper format.

The contractor shall retrieve, print, and take action on all FSRs within two hours of receipt. The contractor shall closeout all FSRs within 48 hours of completion of the request. If there is any type of delay in getting the work done by the requested due date - the contractor is to notify (email) the Project Officer and the customer.

The contractor must submit a weekly FSR report, on all 5100-8 forms received, to the Project Officer showing, at a minimum:

- date FSR received;
- current status;
- date order completed and closed out;
- how many personnel and how many hours each it took to complete the work, and;
- any impediments encountered and how they were resolved.

Contractor Responsibilities:

At all times, contractor personnel shall:

- exhibit courteous, professionalism and interpersonal skills.
- have the ability to communicate using the English language.
- have uniforms that are neat, clean, and appropriately sized, with shirts tucked inside belted pants.
- display their Government issued identification badge.
- keep agency space, that is provided to the Contractor for their office space, neat and orderly.
- adhere to the provisions of Drug Free Workplace (FAR 52.223-6). All new contractor employees must pass a drug test.
- have adequate physical stamina to perform the job requirements, work requires prolonged lifting, walking, standing, etc.

The contractor shall inform the Project Officer and the customer of the individual FSR if the delivery date of the individual task cannot be met, and why.

The contractor personnel shall efficiently pack personal items and office supplies and safely relocate Government furniture, equipment. The contractor shall provide packing boxes and other items in accordance with the FSR instructions.

The contractor shall inspect the origin and destination locations to ensure that adequate manpower and equipment are available to perform the scheduled relocation/work.

The contractor shall protect all equipment and furniture to be moved as well as walls and doorways to ensure against any damage and/or breakage of Government property.

The contractor shall collect recyclables, newspapers and other paper; bottles, cans and plastics; toner cartridges and batteries recycling for delivery to the EPA East/West and Potomac Yard loading docks for pickup by GSA. These items are to be delivered to the warehouse and kept sorted and organized.

The contractor shall reconfigure conference room tables and chairs; deliver and set up stages, podiums, flags and other property and equipment in support of official EPA functions and special events. Conference rooms and special events shall be set up at a minimum a half hour prior to commencement of the meeting or special event.

The contractor shall pick up and deliver, from various sites, numerous items, such as scrap metal, boxes of files, equipment, furniture, etc.

The contractor shall assist in emergency clean-up situations, including moving furniture (i.e., free standing), equipment (i.e. computers), ceiling tiles, pick up trash and debris, etc.

The contractor shall pick up boxes of files to shred and properly dispose/recycle shredded paper, involves operating of a high capacity paper shredder.

The contractor shall deliver carpet tiles to designated storage areas at the various EPA facilities to have on-site in case of emergencies and relocation projects.

The contractor shall complete all FSRs by due date on the request. If the contractor is unable to meet the deadline, the contractor shall send an email to the requestor and the Project Officer, with the reason for the delay and the date the service will be completed.

The contractor shall install and remove bulletin boards (up to 35 lb. weight limit), white boards, window coverings and associate hardware, pictures, plaques, and a variety of general maintenance repair services as outlined in the FSRs.

The contractor shall install, relocate excess items requiring assembly and disassembly, i.e. bookcases, metal shelving units, L-return desks, keyboard trays and other furniture requiring assembly.

The contractor shall repair, paint walls and doors, etc. damaged by the contractor while performing task. These repairs shall be completed within 48 hours, at the contractors expense and time.

Performance Measures/Standards

All work noted above, and including, but not limited to:

All Facilities Services Requests are retrieved from the system, printed, and action taken within two hours of receipt.

No follow-up phone calls from the customer or Project Officer(s) are necessary to ensure completion of the request.

All Facilities Services Requests are closed out in the system within 48 hours of completion of the request.

No work is completed from receipt of a phone call or email - work must be ordered and received via the proper channels as stated above, unless emergency situation.

All setups for conference rooms and special events are completed prior to the commencement of the meeting/special event.

Routine recycling pickups are performed/completed without agency intervention.

98% of requests completed without customer complaints; any complaints are

quickly resolved.

Items that are shredded are picked up and disposed/recycled properly.

Reports are provided in a timely manner with all required data fields complete.

Warehouse Operations Support

The Contractor shall provide warehouse operations and support services between the hours of 7:00 am and 4:30 pm, Monday through Friday (except observed holidays and administrative leave as addressed in Section H of this contract). The Contractor shall also ensure that only those personnel associated with the warehouse functions are allowed entry, unless otherwise approved by EPA Project Officer and the Task Order Project Officer (TOPO). The warehouse supervisor shall notify the Federal Protective Service (FPS), when an emergency situation occurs at the warehouse, during normal hours of operation. If an emergency occurs after hours of operations, the FPS will contact EPA's security personnel to alert the warehouse manager or the Project Manager, so they can open the warehouse. All telephone calls and email messages shall be returned within 24 hours by the warehouse personnel.

The warehouse operations staff shall operate and maintain EPA's warehouse functions, i.e., shipping and receiving of Government personal and leased property. The contractor shall deliver and receive equipment, furniture and supplies. The contractor shall also maintain the updated warehouse database on the inventory, including data such as the purchase order number, end user/customer, date received, storage rack location, item name, etc.

The contractor shall maintain the storage space for disposal of excess property through GSA and through the Recycling Electronics Assets Disposition (READ) program. When the contractor receives documentation associated with GSA or READ program, a disposal code is assigned to determine the disposition. The contractor shall maintain the warehouse READ tracking system and identifying sensitive items. The contractor shall submit to the Project Officer a quarterly READ report identifying, at a minimum, the Program Office, Custodial Area, Contact Person, the description of the types of electronic equipment, and the quantity.

Receiving

The contractor shall receive and inspect all incoming materials, furniture, equipment, supplies, exhibits, etc., and note on the delivering carrier's document and in consignee's document copies any visible loss, damage. The contractor shall document any damages or loss and notify the PO and TOPO via email within two working days. Items received that are damaged or shortages or overages shall be noted by the Shipping/Receiving Clerk.

The contractor shall apply property decals and enter accountable/sensitive property into the IFMS within 72 hours of receipt. The contractor shall maintain all records associated with the receiving function in accordance with warehouse reporting/record keeping requirements. Disposal codes are to be assigned and entered for all incoming items.

Shipping/Delivery

The contractor shall prepare Government property for shipment from the warehouse and delivery to EPA Headquarters facilities and EPA satellite buildings. The day of pick up, the contractor shall verify the items before leaving the premises, (on and off site) before delivering to the warehouse. This includes shipment and delivery of property, property stored at the warehouse until delivery is requested, and any other Government property designated by the PO and/or TOPO. The deliveries shall be brought to the loading dock and loaded onto the designated vehicle. Upon arrival at the destination; furniture must be unwrapped, uncrated and assembled, if necessary. All packing materials must be removed from the premises. The contractor shall dispose of any material, packaging and other substances used to operation and maintenance of the warehouse space, or left over after delivery of furniture, equipment or other property, in accordance with prevailing regulations, guidance and State and Government laws. Prior to making deliveries to GSA in Franconia, VA, or other locations, to deliver excess property, the contractor shall contact the GSA to make arrangements prior to delivery.

Property Accountability

The Contractor shall apply property decals to all accountable and sensitive EPA and leased property. The Property Utilization Officer shall supply the Contractor with the decals (Leased, Capitalized, Sensitive Items and Superfund), for proper identification. If the items are over the EPA's threshold of \$5,000 or if it is a sensitive item, the sensitive item should have a decal applied (see the attached list). When the contractor receives a purchase order for incoming items (i.e., supplies, equipment, furniture, etc.,) the property technician shall enter the information below into the IFMS.

- Decal Number
- Purchase Order Number
- Description of items

Stock/Warehouse Inventory

Contractor Responsibilities:

At all times, contractor personnel shall:

- exhibit courteous, professionalism and interpersonal skills.
- have the ability to communicate using the English language.
- have uniforms that are neat, clean, and appropriately sized, with shirts tucked inside belted pants.
- display their Government issued identification badge.
- keep agency space, that is provided to the Contractor for their office space, neat and orderly.
- adhere to the provisions of Drug Free Workplace (FAR 52.223-6). All new contractor employees must pass a drug test.
- have adequate physical stamina to perform the job requirements, work requires prolonged lifting, walking, standing, etc.
- Maintain warehouse inventory in an organized, secure, clean, and safe environment. Provide optimum use of storage space.
- Maintain a skid sheet of all EPA supplies. The printed materials are kept in a separate location at the warehouse and may be ordered separately by the Print Manager, as set up by the Project Officer.
- Ensure that the warehouse database is updated to provide accurate

- reports on all stock available.
- The Contractor shall be responsible for all inventory from its inception up to the delivery at the final destination - the loading, unloading, packing, unpacking, storage, etc.
- Provide space for EPA exhibits, new and used furniture, and any other materials stored in the warehouse, delivered and accepted at the warehouse, inventoried before final delivery to the client.
- Provide space for clients to inspect excess furniture and equipment to determine suitable for rehabilitating furniture. Prepare documentation to GSA or the READ program to pick up excess equipment and furniture declared by the program using the correct disposition codes.

Storage Space

The contractors shall allow EPA clients 30 days to store items at the warehouse. All items must be labeled by the program Custodial Area (CA), name and telephone number. A record shall be kept on file of transactions. The contractor shall notify the TOPO within five (5) days of the 30 days storage allowance, to receive instructions on the storage disposition. The Contractor shall notify the TOPO via email of program offices property stored more than 30-days. The TOPO shall then notify the program office of the status, and provide a follow-up email to the project manager on the disposition.

Carpet Handling - Upon request of the Project Officer (PO) and/or TOPO, maintain a designated area in the warehouse for airing carpet for seven (7) consecutive days prior to installation in an EPA facility. The contractor shall completely unpack the carpet tiles, so that air may circulate around all surfaces. The carpet shall be placed on pallets to allow air circulation above and below the carpet.

Vehicle Maintenance - ensures that all vehicles (either Contractor provided or Government furnished) are properly used, and that the interior and exterior are properly maintained at all times. On contractor provided vehicles, prior to and after award the contractor shall maintain adequate insurance, ensure that the drivers are properly licensed, and provide for general and routine vehicle maintenance (i.e., tune-ups, oil changes, brake adjustments, etc.) necessary to ensure the satisfactory operation and performance of the vehicles.

The warehouse truck drivers shall ensure that deliveries are secured on vehicles to prevent damages. The warehouse truck drivers personnel operating commercial vehicles shall have current CDL drivers license for deliveries of Government property.

Work Schedule

The Contractor is required to utilize effective and efficient management of staff resources based upon anticipated labor services and warehouse operations requirements, work schedules and facilities restrictions. Contractor employees shall not work more than forty (40) hours per week under this contract unless they have authorization to incur overtime from, the CO, PO and the TOPO. The CO must approve overtime ordered in excess of the amount indicated in the contract; the PO can order up to that amount. It is anticipated that the majority of warehouse services are required between the normal work hours of 7:00 am to 4:30 pm, Monday through Friday. In the case of an emergency, the

Project Manager or alternate may work after normal work hours to minimize disruption of the client services. The Headquarters EPA satellite facilities have various hours for elevator and loading dock access, to each building.

Performance Measures/Standards

All work noted above, including but not limited to:

Property decals are applied to 100% of pertinent Government property and the contractor maintains the data accurately in the IFMS system.

Information is entered into the IFMS system and the Warehouse Management System within 72 hours of receipt.

Reports of damaged items are received within 48 hours and communication returned within 24 hours.

98% of requests completed without customer complaints; any complaints are quickly resolved.

EPA items that the contractor damages are quickly repaired and/or replaced.

Reports are provided in a timely manner with all required data fields complete.

Current list of forms utilized on for contract requirements:

EPA Form 1700-4 (Request for Shipping Service)
 EPA Form 1740-10 (Property Action Request Memorandum Receipt)
 EPA Form 5100-8 (Facilities Services Request)
 Standard Form 120 (Report of Excess Personal Property)

Required Deliverable Reports:

(Note: report layout/information to be determined by Project Officer with contractor input)

Weekly FSR Report
 Monthly Progress Report
 Monthly Vehicle Operations and Fuel Usage Report
 Monthly EPA Inventory with separate printing supplies section
 Quarterly READ inventory Report
 Annual Government Property Report

Recyclables Schedule:

Monday Pick up locations:

1310 L Street (paper, newspaper, cardboard, bottles, cans and plastic)
 Colorado Building (paper, bottles, cans and newspaper)

Tuesday Pick up locations:

Potomac Yard (paper, newspaper, bottles and cans)
 Woodies Building (paper, bottles, cans and newspaper)

Wednesday Pick up location:

1310 L Street (paper, newspaper, cardboard, bottles, can and plastic)

Thursday Pick up location:

Potomac Yard (paper, newspaper, bottles and cans)

Friday - Warehouse:

Waste Management pick up of recyclables

List of Sensitive Items (other items may be added):

- Desktop Computers (CPU Only);
- Laptop Computers;
- Projectors;
- PDAs (e.g., BlackBerries, Palm Pilots);
- Cellular Telephones;
- Video Cameras;
- Digital Cameras;
- Copiers;
- Televisions;
- Electronic Recording Equipment (e.g., VCRs, DVDs);
- Scanners;
- Global Positioning System (GPS) Equipment;
- Electronic Meters (e.g., Gas, Air Flow, Ozone, PH, Light, Sound, Conductivity, Chlorine);
- External Zip Drives/Portable Disk Drives;
- External CD Burners;
- Firearms; and
- Medical and other technical equipment (e.g., polygraph systems, spiro meters, automatic external defibrillators).

Disposal Codes:

<u>Disposal Condition Codes</u>	<u>Expanded Definition</u>
1	Property which is in new condition or unused condition and can be used immediately without modifications or repairs
4	Property which show some wear, but can be used without significant repair.
7	Property which is unusable in its current condition but can be economically repaired.
X	Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.
S	Property which has no value except for its basic material content.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "Proposal to Provide Labor Services & Warehouse Operations Support for EPA Headquarters" dated March 1, 2007, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000) DEVIATION

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any

work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at

(800)424-9346, or, in the Washington, DC, metropolitan area, at (703)412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, DC 20460.

SECTION D - PACKAGING AND MARKING

[For this Contract, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (FAR 52.246-6) (MAY 2001)

(a) *Definitions.* As used in this clause--

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise

specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Allowable Cost and Payment clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer/Contracting Officer's Representative is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

Environmental Protection Agency locations
Washington, DC area

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs

required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

Contracting Officer
Project Officer
Others only as added by contract modification

F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from June 1, 2007 through May 31, 2008 inclusive of all required reports.

F.4 ACQUISITION OF MICROCOMPUTERS INCLUDING PERSONAL COMPUTERS, MONITORS, AND PRINTERS (ENERGY STAR REQUIREMENTS) (EP 52.239-103) (JUN 1994)

(a) The Contractor shall provide computer products that meet EPA Energy Star requirements for energy efficiency. By acceptance of this contract, the contractor certifies that all microcomputers, including personal computers, monitors, and printers, meet EPA Energy Star requirements for energy efficiency.

(b) The contractor shall ship all products with the standby feature activated or enabled.

(c) The contractor shall provide models that have equivalent functionality to similar non-power managed models. This functionality should include as a minimum:

(1) The ability to run commercial off-the-shelf software both before and after recovery from a low power state, including retention of files opened (with no loss of data) before the power management feature was activated.

(2) If equipment will be used on a local area network (LAN), the contractor shall provide equipment that is fully compatible with network environments, e.g., PC's resting in a low-power state should not be disconnected from the network.

(d) The contractor shall provide monitors that are capable of being powered down when connected to the accompanying PC.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) DEVIATION**

(a) The Government will order/fund any supplies and services to be furnished under this contract by issuing Task Orders, from the effective date of the contract through the expiration date of the contract. Each Task Order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the cost for each Task Order, which will accrue in the next 30 days, will bring total cost to over 85% of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(b) Individual jobs to be completed by the Contractor will be ordered by issuing Facilities Services Request (FSR), form 5100-8.

This form will be submitted electronically from EPA customers, through the FSR system, for any work that is to be performed by the Contractor. The Contractor is not to complete, or charge for, any work without the FSR order form, 5100-8.

The Contractor shall take action on each FSR order within two hours of receipt. The Contractor shall closeout all FSR orders within 48 hours of completion. The Contractor shall submit a weekly report to the Project Officer of all FSRs received, the current status, date due, date completed, date closed out, and any impediments encountered and how they were resolved.

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor

may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (MAY 2005) DEVIATION

The Government shall pay the Contractor as follows upon the submission of

invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in

the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and

the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer for this contract: Brenda Randall
Email: randall.brenda@epa.gov
Phone: 202-564-4518

Mailing Address:

US EPA
Ariel Rios Building
1200 Pennsylvania Ave, NW
Mail Code 3204R
Washington, DC 20460

Courier Address:

US EPA
Ronald Reagan Building
1300 Pennsylvania Ave, NW
Room M315F
Washington, DC 20004

Task Order Project Officers (TOPOs) to be assigned at time of Task Order issuance.

Contract Specialist(s) responsible for administering this contract:

Email: fisher.trina@epa.gov

Phone: 202-564-1789

Mailing Address:

US EPA
Ariel Rios Building
1200 Pennsylvania Ave, NW
Mail Code 3803R
Washington, DC 20460

Courier Address:

US EPA
Ronald Reagan Building
1300 Pennsylvania Ave, NW
Room 71277
Washington, DC 20004

Contracting Officer for this contract: Rose Green

Email: green.rose@epa.gov

Phone: 202-564-7105

Mailing Address:

US EPA
Ariel Rios Building
1200 Pennsylvania Ave, NW
Mail Code 3803R
Washington, DC 20460

Courier Address:

US EPA
Ronald Reagan Building
1300 Pennsylvania Ave, NW
Room 71270
Washington, DC 20004

G.5 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the

"Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.

3. Certification that no like contractor facilities exist which could be utilized.

4. A detailed description of the task-related purpose of the facilities.

5. Explanation of negative impact if facilities are not provided by the Government.

6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is

not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the

property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.6 GOVERNMENT PROPERTY--RESIDUAL INVENTORY (EP 52.245-110) (APR 1984)

The Contractor is authorized to use in the performance of this contract the residual inventory presently accountable to Contract Number 68-W-01-059.

G.7 GOVERNMENT-FURNISHED PROPERTY (EP 52.245-120) (SEP 1994)

(a) The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

(b) This contract incorporates the "EPA Contract Property Administration Requirements" dated June 20, 1994, provided below.

EPA CONTRACT PROPERTY ADMINISTRATION REQUIREMENTS (6/20/94)

PURPOSE. The purpose of this document is to provide the Environmental Protection Agency's (EPA) requirements for the control of Government property in the hands of its contractors. These requirements are in addition to the minimum requirements contained in the Government property clause of the contract and the applicable provisions of the Federal Acquisition Regulation (FAR) Subpart 45.5. These EPA specific requirements were previously detailed in the EPA Contractor's Guide for the Control of Government Property which is no longer effective.

PROPERTY COORDINATOR. EPA has established Contract Property Coordinating Offices at each of the three major procurement activities within the Agency: Headquarters; Research Triangle Park, NC; and Cincinnati, OH. These offices contain Contract Property Coordinators (CPCs) who will function primarily at coordinators between EPA and the Defense Contract Management Command (DCMC), who serves as the Property Administrator (PA) under Agency contracts, on the resolution of general policy issues regarding the administration of Government property. Additionally, CPCs serve as the point of contact on two matters described later in this document: (1) authorizing submission of the detailed inventory report in an electronic format, and (2) the screening of items reported as excess. Except as specified under FAR Subpart 45.5, the PA will serve as the point of contact on all other matters of property management.

REPORT OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report by contract of Government property with an acquisition cost of more than \$1,000 in the contractor's possession as of September 30. Additionally, EPA requires the submission of two other reports, both pertaining to EPA property in the contractor's possession by contract as of September 30, whether owned or leased for more than 60 days, with an acquisition cost of more than \$1,000.

The first report is a detailed annual inventory report covering all property in the contractor's possession. The second report is an annual acquisition report including all property acquired since the last acquisition report. Previously, EPA required EPA Form 1730-1 to be submitted each time an item of property with an acquisition cost of more than \$1,000 was acquired. Because of the new requirement for an annual acquisition report, this is no longer required.

Except as provided below, two (2) copies each of the referenced reports shall be submitted to the PA by October 31.

The contractor may use DD Form 1662 for the annual summary report. If authorized by the CPC, the contractor may submit the detailed inventory report in an electronic format. If the detailed inventory report is electronically submitted, only one hard copy of the report is required.

For EPA contracts, the contractor is required to maintain, at a minimum, the following data elements unless otherwise approved by the PA. Those marked with a (1) must be included in the EPA annual detailed inventory report and those marked with a (2) must be included in the EPA annual acquisition report:

For Government Owned Property:

- (1), (2) EPA Identification Number (if supplied)
- (1), (2) Contractor Identification Number (if assigned)

- (1),(2) Description
- (1),(2) Manufacturer
- (1),(2) Model
- (1),(2) Serial Number
- (1),(2) Acquisition Date
- (1),(2) Acquisition Cost
- (1),(2) Acquisition Document Number
- (1),(2) Account Number
- (1),(2) Superfund (Yes/No)
- Maintenance Cost
- Condition Code (as shown in Federal
- Property Management Regulations)
- Location
- (1),(2) Contract Number

For Property Leased Over 60 days:

- (1),(2) EPA Identification Number (if supplied)
- (1),(2) Contractor Identification Number (if assigned)
- (1),(2) Description
- (1),(2) Manufacturer
- (1),(2) Model
- (1),(2) Serial Number
- (1),(2) Beginning Date of Lease
- (1),(2) Projected End Date of Lease
- (1),(2) Lease Cost per month
- (1),(2) Total Purchase Credits to Date
- (1),(2) Acquisition Document Number
- (1),(2) Account Number
- (1),(2) Superfund (Yes/No)

TRANSFERS. When the contractor receives Government furnished property (GFP), the contractor should receive from the transferor all of the minimum data elements required for the annual inventory submission except location. Normally, this information is provided on the Property Receipt and Transfer Document (EPA 1700-7) or equivalent. In other cases, this information may be included in the basic contract or modification thereof, authorizing the GFP. If this information has not been obtained by the time of receipt of the property, the contractor must request it from the Project Officer (PO). Upon return of the property to EPA, the same data must be provided to the PO on EPA form 1700-7 or equivalent.

EXCESS. The contractor will identify under-utilized property and ask the PO to verify that the items are excess to the contract. If directed by the Project Officer, the contractor will report the items as excess to the Contracting Officer, and the CPC for screening by EPA. The items may be reported in writing or by EPA's electronic mail system. After the appropriate internal screening period (45 days for written and 30 days for electronic), the contractor will report the excess property to DCMC on the appropriate inventory schedule form in FAR 45.606-5. CLEARLY INDICATE ON THE SCHEDULE WHEN SUPERFUND PROPERTY IS BEING REPORTED. The CPC may authorize concurrent internal screening and reporting to the CPC and PA if necessitated by time constraints or the type and condition of the items.

SUPERFUND. If non-expendable items are identified as Superfund property by the PO, the contractor must physically mark each item as Superfund property and identify them as Superfund property in the official EPA records.

MOTOR VEHICLES. Contractors with Government motor vehicles are required to submit to the EPA, Facilities Management and Services Division (FMSD); Transportation Management Section 3204; Ariel Rios Building; 1200 Pennsylvania Avenue, NW; Washington, DC 20460, a master record report, a status change report and an annual operating summary report for each vehicle in their possession. Instructions from FMSD on the completion of these reports will be provided after the approval for acquisition of the vehicle.

LOSS DAMAGE AND DESTRUCTION (LDD) Contractors are required to maintain records of all LDD. All suspected thefts and other LDD over \$1,000 must be promptly reported to the PA. The records of all LDD under \$1,000 (except suspected thefts) will be reviewed during the PA's periodic analysis of the contractors property control system.

G.8 GOVERNMENT PROPERTY--FACILITIES USE (EP 52.245-130) (APR 1984)

In the performance of this contract, the Contractor is authorized to use on the following Government-owned/leased facilities.

EPA Warehouse
8335 Ardwick Ardmore Road
Landover, MD 20785

The contractor will also perform the requirements of the SOW at other EPA locations listed in the SOW.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-12	APR 1984	CLEANING UP

H.2 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.3 PRINTING (DEC 2005) (EPAAR 1552.208-70) (DEC 2005) DEVIATION

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color

laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10-3/4" x 14-1/4" or 11 x 17" paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the

US Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10-3/4" x 14-1/4" or 11 x 17" paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the US Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the US Congress Joint Committee on Printing.

(e) Violations.

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994) DEVIATION**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.5 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality,

cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of

the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.6 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for four additional periods. If more than 30 days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 30 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

<u>Period</u>	<u>Minimum Amount</u>	<u>Maximum Amount</u>
Option Period I	\$10,000.00	\$2,467,141.04

Option Period II	\$10,000.00	\$TBD based on CBA/DLA
Option Period III	\$10,000.00	\$TBD based on CBA/DLA
Option Period IV	\$10,000.00	\$TBD based on CBA/DLA

(c) The "Effective Period of the Contract" clause will be modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	06/01/08	05/31/09
Option Period II	06/01/09	05/31/10
Option Period III	06/01/10	05/31/11
Option Period IV	06/01/11	05/31/12

H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.9 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

DEVIATION

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices and prices in the contract already inclusive of insurance.

H.10 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a) (1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.11 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT (EP 52.231-305) (APR 1992)

(a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at cost plus any applicable indirect costs not to exceed the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.

(b) If it is determined by the Contracting Officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such consideration shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as may be considered necessary by the contracting officer to evaluate the proposal.

(c) In the event of an emergency, the On-Scene Coordinator (OSC) may approve a higher rate with written documentation to be forwarded by the contractor to the contracting officer through the OSC within 10 calendar days thereafter. In addition to the information required in the proceeding paragraph, details on the nature of the emergency shall be included.

(d) The final determination on reimbursement for a cost for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer except in an emergency during which the OSC's approval shall be accepted by the contracting officer until the emergency situation is stabilized provided the required documentation is submitted to the contracting officer within the time specified above.

(e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA and the length of the EPA job.

H.12 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) DEVIATION

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a

written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.13 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996) DEVIATION

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the US Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.14 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000) DEVIATION

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.15 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Task Order Project Officer, Delivery Order Project Officer, or Work Assignment Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.16 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
Warehouse Supervisor

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the

Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.17 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the US Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 10 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.18 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000) DEVIATION

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall

immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.19 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.20 SAFETY AND HEALTH STANDARDS COMPLIANCE (GSA T013) (JUL 1994)

The contractor shall be responsible for the safety and health of individuals as follows:

(1) The Contractor maintains full responsibility and liability for compliance with all applicable regulations pertaining to the protection of workers, visitors to the site and persons occupying adjacent areas. The Contractor holds the Government harmless against injury resulting from the failure on the Contractor's part, or on the part of the Contractor's employees or subcontractors to comply with any applicable safety or health regulation.

(2) If during the course of performance under this contract, the Contractor suspects contact with hazardous or toxic materials/substances, such as asbestos, polychlorinated biphenyls (PCBs), explosives, or radioactive materials, as specified in Subparts H and Z of 29 CFR 1910 or Federal Standard 313, the Contractor shall immediately inform the Contracting Officer of these harmful materials/substances, their exact whereabouts, and the identity of those individuals who have been exposed to these materials/substances.

(3) The Contractor shall not disturb known or suspected harmful materials/substances but will take responsible measures to prevent exposure to individuals, pending receipt of direction from the Contracting Officer. The Contracting Officer will coordinate any necessary action with the Contracting Officer's Technical Representative (COTR) and GSA's Public Buildings Service (PBS).

H.21 ID PASSES (LOCAL LC-01-01) (DEC 2001) DEVIATION

a. The contractor shall arrange with the Project Officer for the issuance, by the Government, of a photo identification badge to all consultants, prime contractor and any tier subcontractor personnel working at EPA facilities under the terms and conditions of this contract. This photo identification badge will be issued PRIOR TO THE CONTRACTOR employee ENTERING ON DUTY AT AN EPA facility. If an employee site clearance report is required elsewhere in this contract, the photo identification badge will be issued only upon the Project Officer's approval of a favorable site clearance report.

b. The contractor shall instruct all personnel issued photo identification badges to display their badges at all times while the employee is at an EPA facility.

c. The contractor shall return all photo identification badges to the Project Officer upon the dismissal or termination of an employee or when the contract expires, whichever event occurs first.

d. The contractor shall immediately notify the Project Officer, in writing, when an employee has lost or is unable to locate his or her photo identification badge.

e. The contractor shall inform all new consultants, prime contractor and any tier subcontractor personnel requiring access to an EPA facility to display personal identification, such as a driver's license; social security card; passport; etc. to the Project Officer, prior to entering the EPA facility for the first time to have the photo identification badge made. The contractor employee will be instructed by the contractor to continue to display such personal identification to the Project Officer until such time a photo identification badge is provided.

H.22 APPROVAL OF TRAINING (LOCAL LC-31-09) (DEC 2001) DEVIATION

1. The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (2) below.

2. There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes, at a minimum the following information:

a. Individual to be trained (Identify position and job duties under contract.)

b. Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement Of Work and job duties under the contract.)

c. Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.)

3. The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.23 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (LOCAL LRT-01-01) (DEC 2001) DEVIATION

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.24 GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001) DEVIATION

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

and any other day designated by Federal Statue, Executive Order, or Presidential Proclamation (e.g. Inauguration Day).

It is understood and agreed on between the Government and the Contractor that the Contractor personnel will not work on or be paid by EPA for the aforementioned holidays.

When the EPA grants administrative leave to its Government employees, contractor personnel assigned to EPA shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or Project

Officer. In each instance when administrative leave is granted to contractor personnel as a result of inclement weather, potentially hazardous conditions, and/or special/unique circumstances, etc., the contractor personnel shall be paid only for the hours worked on that day at the applicable fixed rates. When unscheduled leave is authorized by the Government's Office of Personnel Management, contract employees shall follow their normal work plan schedule.

H.25 ANNUAL SUMMARY REPORT FORMAT (LOCAL LRT-45-27) (DEC 2001) DEVIATION

The EPA form, "Report of Government-Owned/Contractor-Held Property" can be found on the internet at: <http://www.epa.gov/oamrtpnc/forms/2001prop.pdf>

H.26 ACCESS TO EPA DATABASE MANAGEMENT SYSTEMS (LOCAL LW-27-12) (DEC 2001) DEVIATION

The personnel listed below have been authorized access to EPA database management systems in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the contractor shall immediately notify the Contracting Officer.

H.26 STAFF SCHEDULING

The Contractor is required to utilize effective and efficient management of staff resources based upon anticipated support services requirements. It is anticipated that the majority of services will be required between the normal work hours of 7:00 am and 4:30 pm, Monday through Friday, excluding designated holidays, administrative leave, etc. These hours are to be covered by staggering shifts, not with overtime.

However, there may be various occasions when contractor services may be required which take place outside of their employees normal work schedule or in order to facilitate task accomplishments, avoid disruptions, or accommodate unique circumstances. For example, these unusual circumstances could include conference or prolonged moving and relocation requirements. Therefore, if it can be reasonable anticipated (i.e. 48 hours in advance) that contractor support services will be temporarily required outside of normal business work hours as defined above, the Contractor shall endeavor to utilize multiple shifts, employee substitutions, temporary employees or changes in individual staff schedule as deemed necessary in order to facilitate task accomplishments and avoid disruptions, while minimizing the need for or incurrence of overtime.

H.27 AUTHORIZING OVERTIME

The Contractor shall obtain written authorization from the Project Officer,

with copies to the Contracting Officer, of any overtime ordered up to the limits specified in B.1. The Contractor shall obtain written authorization from the Contracting Officer prior to working any overtime beyond that listed in B.1. Approvals for using overtime shall be approved in advance of the work being performed, but if justified by emergency circumstances, approval may be granted retroactively. In emergency situations, the Contractor shall obtain oral approval from the Contracting Officer, or the designated Project Officer, prior to incurring overtime. The Contractor must be provided written confirmation the oral approval of overtime by the next business day.

H.28 CONTRACTOR PROVIDED EQUIPMENT

For the performance of this contract, the contractor will be required to provide the equipment and vehicles to fulfill the requirements of this contract. This includes, but is not limited to:

One (1) light truck (4x2); full-size pick up; crew cab; three (3) passenger seating capacity; late model; alternative fuel vehicle (bio-diesel) (E85).

Two (2) heavy duty (4x2), cab w/van body; 32,000 - 34,000 GVW. 22-foot van body. Required heavy duty fold-under power lift-gate. The existing contractor provide heavy duty trucks have a 12 foot height; maximum permissible height is 13 feet. Trucks shall be late model, diesel fuel vehicles.

Two (2) standard warehouse forklifts that have a maximum lift capacity of 3,000 lbs. with a minimum height requirement of 16 feet.

A minimum of seven desktop computers and printers, that meet or exceed the EPA specifications.

A minimum of four cellular telephones, with service.

During the effective period of this contract, routine maintenance based upon the manufacturers recommended intervals (i.e. tune-ups, oil changes, lubrication, etc.), operation costs (i.e. gasoline, oil, etc.), and any repairs to these vehicles shall be done at the contractor's expense. The fixed monthly price in Section B will take into consideration all operations and maintenance support for these vehicles. This also includes costs associated with vehicle licenses, inspections, and insurance costs, and any other costs associated with normal operations. All vehicle repairs, regardless of value, should also be considered and factored into the monthly fixed price identified in section B. It is estimated that each of the trucks will average approximately 20,000 miles per year.

H.29 CORPORATE CHANGES

The Contractor shall provide the Contracting Officer copies of all correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolutions, and changes in corporate personnel or other policy that effect this contract. Potential buy-out scenarios, actual buy-outs, sales, mergers, and dissolutions shall be disclosed in writing to the Contracting Officer as soon as possible.

H.30 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Throughout the effective period of this contract, the Contractor may have exposure or access to confidential information in performing various routine labor services and warehouse functions, such as shredding various types of documentation. Therefore, the Contractor agrees hereto that under no circumstances will any such exposure or access to confidential information be used by the Contractor for its own purposes, nor will any such confidential information be disclosed to any person or organization without the prior written consent of the Contracting Officer.

H.31 CONTINUITY OF SERVICES DURING AN EMERGENCY

This contract provides services which are essential to the EPA and performance must continue if at all possible. In the event of an emergency in the Washington Metropolitan area, EPA intends to implement our Continuity of Operations Plan (COOP) whereby essential Agency personnel are relocated to an off-site location to continue EPA's mission. If EPA implements the COOP, the contractor shall continue providing the services required by the Agency even if it requires a change in schedule or place of performance. During the COOP, the initial plan is for contractor personnel to continue operations from the EPA Warehouse located in Landover, MD. If it is determined that an alternate location will be necessary for continuity of contractor services, the Contracting officer will notify the contractor the location change after COOP implementation.

The Contracting Officer will notify the contractor, verbally or in writing, of any changes necessitated by a COOP implementation. The terms of the contract may be changed to reflect the nature of the emergency, the level of services provided, and the number of contractor personnel necessary. A modification to the contract, incorporating the changes will be negotiated as soon as possible.

H.32 CONTRACTOR JUSTIFICATION FOR OTHER DIRECT COSTS

Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7). Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

Travel Expenses - No travel should be required under this contract. If the need does arise, the travel must be approved by the Contracting Officer and the Project Officer before any money is paid to the contractor.

Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to

contractor employees to the same extent they apply to Federal Government employees.

The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

Miscellaneous Expenses - ODCs for miscellaneous expenses should be limited to costs of those items indicated in B.3. ODCs not associated with these categories should be clearly justified.

H.33 LABOR CATEGORY QUALIFICATIONS

General duties and responsibilities are indicated under each labor category, but it is up to the contractor to ultimately distribute the work load among the labor categories/their employees so that all work is completed in an efficient and timely manner. Other duties and responsibilities may be contained in the Statement of Work.

A. WAREHOUSE SUPERVISOR

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Program Manager, the Warehouse Supervisor shall be responsible for overall operation and maintenance of the EPA warehouse functions and operations. They must provide effective interface with the EPA Project Officer and Task Order Project Officers. They must provide practical and efficient leadership, management skills and knowledge that fosters a program to maintain and upgrade the warehouse management and operational functions for the EPA.

DUTIES & RESPONSIBILITIES

Serves as the acting Program Manager carrying out the duties and responsibilities of the Program Manager in their absence. Therefore, the individual should have comparable credentials to the Program Manager and be familiar with all task areas of the Statement of Work.

Manage and oversee the overall operation and maintenance of the warehouse functions.

Provide day-to-day warehouse operations management applicable to EPA Headquarters, including orientation and training of the contractor's warehouse workforce.

Supervise the work of all contractor personnel at the warehouse.

Shall continually review the warehouse site, the on-going work, and ensure safe, effective, and efficient warehouse operations.

Shall ensure that all required and pertinent data is input into the warehouse

management system and any other required system.

Shall ensure that all required reports are completed and delivered in a timely manner.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must possess analytical and managerial skills which enable them to identify significant warehouse management policy issues as they relate to contract performance, formulate strategies to properly address warehouse issues, and establish priorities for their effective resolution. Must have performed similar duties, functions and responsibilities as those described above.

The individual must have at least six (6) years of comparable and relevant experience in management, organization, and supervision of a government or commercially operated and maintained warehouse, of which at least two of the six years must have been at the supervisory level.

A high school diploma or equivalent.

B. SENIOR PROPERTY TECHNICIAN

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, shall have overall responsibility for all property management issues and will oversee the functions of the Property Technicians. The Senior Property Technician shall also provide support necessary for the performance of the Shipping/Receiving Clerks' functions and will perform miscellaneous property duties as directed by the Warehouse Supervisor.

DUTIES & RESPONSIBILITIES

Oversee and prepare property reports and generate correspondence.

Update and maintain the EPA Property Accounting systems and property management records.

Responsible for preparation of documentation for property management records as required.

Provide general filing, administrative record keeping and data entry as required.

Oversee the work of the Property Technicians.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least two (2) years of experience in a property management operation performing comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

C. PROPERTY TECHNICIAN

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, shall provide support necessary for the performance of the

DUTIES & RESPONSIBILITIES

Prepare property reports and generate correspondence.

Update and maintain the EPA Property Accounting systems and property management records, including the Integrated Financial Management System and READ Program.

Prepare documentation for property management records as required.

Provide general filing, administrative record keeping and data entry as required.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least one (1) year of experience in a property management operation performing comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

D. TRUCK DRIVER

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, and at times the Program Manager, shall be responsible for deliveries and pick-ups throughout the EPA's Washington metropolitan area facilities. Shall ensure the safe arrival of all materials being transported and obtain signed receipts for all deliveries and pick-ups.

DUTIES & RESPONSIBILITIES

Responsible for properly securing all loads to avoid damage.

Responsible for ensuring that all ordered items are on the truck for delivery and for the safe arrival of all items.

Responsible for ensuring that the truck is fueled and kept clean (interior and exterior) and in good operating condition.

Responsible for submitting to the Warehouse Supervisor a daily vehicle report showing fuel usage, destination, mileage, etc.

Unloading and loading of supplies, furniture, equipment, etc.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have performed comparable transportation and delivery duties, functions, and/or responsibilities to those described above.

Must have a valid Commercial Driver's Licence (CDL) drivers license to operate a delivery truck.

Must have a safe driving record.

A high school diploma or equivalent.

E. WAREHOUSE PERSONNEL / FORKLIFT OPERATOR

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, shall be responsible for providing warehouse storage and material processing services including unloading and loading of trucks and delivery and retrieval of items to and from the proper locations throughout the storage area, verifying materials against receiving documents, and the proper storage and stocking of materials.

DUTIES & RESPONSIBILITIES

Unloading and loading of supplies, furniture, equipment, etc.

Delivery and retrieval of items to and from the proper locations in the warehouse.

Verifies materials against receiving documents, notes and reports any discrepancies and/or damage.

Safely stores and stocks material in accordance with prescribed storage locations.

Performs a variety of ancillary warehouse duties which require a thorough understanding of warehouse storage plans and operating environment.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least one (1) year of experience performing comparable warehouse receiving, storage, stocking, and processing duties, functions, and responsibilities to those described above and of loading and unloading material as a qualified forklift operator in a similar warehouse operation.

A high school diploma or equivalent.

F. SHIPPING/RECEIVING CLERK

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, shall be responsible for receiving all incoming materials, property, furniture, exhibits, etc. and will prepare the same for shipment. Responsible for maintaining records of Purchase Orders, Fedstrips, invoices, and Labor Services receipts and EPA Order requisitions for pick-up and processing boxes containing files for the Federal Supplies Records Center.

DUTIES & RESPONSIBILITIES

Shall receive and log all incoming materials, property, furniture, supplies, exhibits, etc. in to the Integrated Financial Management System and/or any other designated system.

Shall note on the delivering carrier's documents, and on consignee's copy, any visible loss, damages, or other discrepancies and must sign and assure that he carrier signs any notations made.

Responsible for applying the EPA property decals to accountable property, annotating the number on a copy of the purchase order in the Integrated Financial Management System.

Shall process/record in the Warehouse Management System the boxes containing files for delivery to the Federal Records Center.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least one (1) year of experience recording, shipping and receiving, and processing material in a comparable warehouse operation and in performing similar duties, functions and/or responsibilities as those described above.

A high school diploma or equivalent.

G. Program Manager

GENERAL FUNCTIONS & RESPONSIBILITIES

The Program Manager shall oversee the entire Contractor operation, focusing on the Labor Services portion and relying on the Warehouse Supervisor for the majority of work performed for the warehouse portion of the contract. Shall provide effective interface with the EPA Project Officer and Task Order Project Officer(s). Based upon guidance from the Project Officer, and within the defined contract scope of work, the Program Manager must provide the leadership, management skills and techniques to foster a program to maintain and upgrade the labor and warehouse operation services under this contract.

DUTIES & RESPONSIBILITIES

Interfaces regularly with the EPA Project Officer and/or Task Order Delivery Officer(s) on a day-to-day basis regarding warehouse/labor services matters.

General responsibility for all work required by the contract and making sure

all is completed as required.

Supervise the appearance of, and work completed by, all contractor personnel.

Responsible for making sure all work orders are submitted properly via the proper channels and that all data is entered correctly into the EPA system regarding the status and completion of all work orders. Ensure adequate manpower and equipment are available to perform the work.

Responsible for timeliness of required reports and completion of all work requests.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must possess analytical and managerial skills which enable them to identify significant labor and warehouse operations policy issues as they relate to contract performance, formulate strategies to properly address those issues, and establish priorities for their effective resolution.

Must have at least six (6) years of comparable and relevant experience in management, organization, and operation of comparable and relevant labor services as those described above and in the Statement of Work, of which at least two of the six years must have been at the supervisory level.

A high school diploma or equivalent.

H. MAINTENANCE/LABORER FOREMAN

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the direct supervision of the Program Manager.

DUTIES & RESPONSIBILITIES

Retrieve, review, assign, and ensure completion of all FSRs (form 5100-8) received.

Assign duties to appropriate labor services personnel.

Ensure proper attire and courteous manner of labor services personnel.

Responsible for overseeing the safe and timely delivery and pick-up of supplies, equipment, and furniture.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least three (3) years of comparable and relevant experience in comparable and relevant labor services as those described above, below, and in the Statement of Work, of which at least one of the three years must have been at the supervisory level.

A high school diploma or equivalent.

I. GENERAL MAINTENANCE

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the direct supervision of the Maintenance/Laborer Foreman,

DUTIES & RESPONSIBILITIES

Install and remove signs, bulletin boards, pictures, etc.

Assemble, dis-assemble, and/or install furniture and shelving.

Install and/or remove drapes, blinds, and office fixtures.

Provides minor repairs, painting, and restoration of walls, doors, and baseboards broken or marred as a result of contractor moving or relocation responsibilities and functions; provides emergency clean-up, including use of vacuum and other cleaning equipment; and removal and installation of ceiling tiles when building owner's personnel are unavailable.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have performed comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

J. LABORER

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the direct supervision of the Maintenance/Laborer Foreman, the laborers shall be responsible for the safe packing and delivery of supplies, furniture, and equipment; intra- and inter-office moves of furniture, equipment, and boxes; and arrangement (set up and take down) of conference room furniture and supplies.

DUTIES & RESPONSIBILITIES

Provides assistance in the pick-up of excess equipment and furniture.

Ensures the safe and timely delivery of assigned supplies, move furniture and equipment as directed for office moves or relocation of personnel.

Responsible for the cleanliness of on-site receiving and shipping areas.

Performs packing of office materials in a safe and timely manner.

Performs all other duties indicated in the Statement of Work that may arise.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have performed comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

H.27 OTHER DIRECT COST AND TRAVEL (LOCAL LW-31-14) (DEC 2001) DEVIATION

(1) Other Direct Costs--Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)." Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

(2) Travel--Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

(3) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.

(4) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

(5) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit request, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
52.204-9	JAN 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006) DEVIATION
52.208-5	APR 1984	CONDITION OF LEASED VEHICLES
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.215-40	FEB 1995	NOTIFICATION OF OWNERSHIP CHANGES
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005)

		DEVIATION
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2005	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-7	AUG 2005	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES DEVIATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	AUG 1998	SUBCONTRACTS
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.247-5	APR 1984	FAMILIARIZATION WITH CONDITIONS
52.247-12	APR 1984	SUPERVISION, LABOR, OR MATERIALS
52.247-14	APR 1984	CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT
52.247-15	APR 1984	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING
52.247-21	APR 1984	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
52.247-22	APR 1984	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS
52.247-27	APR 1984	CONTRACT NOT AFFECTED BY ORAL AGREEMENT

52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-13	APR 1984	FAILURE TO PERFORM
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL (FAR 52.216-4) (JAN 1997) DEVIATION

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rates of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) below, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) above, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subparagraph (c)(3) below. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for (i) supplies or services for which the production cost is not affected by such changes, (ii) changes in rates or unit prices other than those shown in the Schedule, or (iii) changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor

(including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) above.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation, whichever is earlier.

I.3 ORDERING (FAR 52.216-18) (OCT 1995) DEVIATION

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders or Facilities Service Requests by the individuals or activities designated in the Schedule. Such orders may be issued throughout the term of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, an order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods if authorized in the Schedule.

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days beyond the expiration date of the contract.

I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

I.6 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the dollar amount contained in section B of the contract or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.8 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (FAR 52.222-39) (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support

activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)
To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.9 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005) (FAR 52.222-41) (JUL 2005) DEVIATION

(a) Definitions.

"Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime

Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination

cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making

equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of

the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent

deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the US Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), US Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The

allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30.00 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The US Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the US Department of Labor, or the employees or their representatives.

I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

The following wages are from wage determination, WD-No. 2005-2103 Revision 2, dated 11/07/2006.

THIS IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class in RFP	Employee Class in DOL wage determination	Minimum Wage
1) Warehouse Supervisor	Material Coordinator/ Expediter	\$20.54
2) Senior Property Technician	Warehouse Specialist	\$16.25

3) Property Technician	Stock Clerk	\$14.35
4) Truck Driver	Truck Driver, Medium	\$17.09
5) Warehouse Personnel/ Forklift Operator	Warehouse Specialist/ Forklift Operator	\$16.25
6) Shipping/Receiving Clerk	Shipping/Receiving Clerk	\$14.46
7) Laborer/Maintenance Foreman	Material Coordinator/ Expediter	\$20.54
8) General Maintenance	General Maintenance Worker	\$19.01
9) Laborer	Material Handling Laborer	\$12.65

I.11 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

I.12 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract

beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.13 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.14 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006) (FAR 52.244-6) (FEB 2006)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down as required in

accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.15 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=52c48b59c02b4481b8576a658c6e69ab&c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

I.16 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-07-10196 are incorporated into this contract by reference.

ATTACHMENTS
EP-W-07-053

- Attachment 1 - Invoice Instructions**
- Attachment 2 - Agency Personal Verification Procedures for Contractor Personnel**
- Attachment 3 - Current Collective Bargaining Agreement**
- Attachment 4 - DOL Wage Determination, no. 2005-2103**
- Attachment 5 - Warehouse Inventory List**
- Attachment 6 - Government Furnished Property**

ATTACHMENT 1
INVOICE INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 2

AGENCY PERSONAL VERIFICATION PROCEDURES FOR CONTRACTOR PERSONNEL OCTOBER 2006

Background: Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA Information Systems for at Least 24 Hours a Week for at Least 6 Months: All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement "Agency Personal Verification Procedures for Contractor Personnel," the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social Security Number for all contractor employees identified above. (NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of

1974; see <http://www.epa.gov/privacy/>);

- Employee Type, Position, Email address, Program Office, Work City and State,
- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No. 1615-0047, Employment Eligibility Verification (available at <http://www.formi9.com/i-9.pdf>). At least one document shall be a valid State or Federal Government-issued picture identification.

Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

Foreign National Contractor Employees: To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the "Continuation Space" on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- When presenting two identification source documents, as described above, provide at least one from List A on Form I-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity

agreement between the U.S. and the individual's country of origin. These considerations are in addition to the "red flag" issues listed below.

Screening of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

b) Returning Badges

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

c) Subcontracts

These requirements must be incorporated into all subcontracts wherein employees' work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency
Personnel Security Branch (Mail Code 3206M)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

PSB's decision on behalf of the Agency will be final and not subject to further appeal.

e) Definitions

- "EPA Information System" means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- "EPA Controlled Facilities" means:
 - § EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;
 - § EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;
 - § Government-owned contractor-operated facilities, including laboratories;

- § The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.
- "Foreign National" means an individual who is not a United States citizen.

ATTACHMENT 3

CURRENT COLLECTIVE BARGAINING AGREEMENT

ATTACHMENT 4

DOL WAGE DETERMINATION, NO. 2005-2103

5-2103 DC, DISTRICT-WIDE

AGE DETERMINATION NO: 05-2103 REV (02) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2104

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
by direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 2005-2103
Director	Wage Determinations	Revision No.: 2
		Date Of Revision: 11/07/2006

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St. Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE	TITLE	MINIMUM WAGE RATE
1000	Administrative Support And Clerical Occupations	
01011	- Accounting Clerk I	13.79
01012	- Accounting Clerk II	15.49
01013	- Accounting Clerk III	17.32
01020	- Administrative Assistant	21.45
01040	- Court Reporter	17.49
01051	- Data Entry Operator I	12.67
01052	- Data Entry Operator II	13.82
01060	- Dispatcher, Motor Vehicle	16.50
01070	- Document Preparation Clerk	12.75
01090	- Duplicating Machine Operator	12.75
01111	- General Clerk I	13.72
01112	- General Clerk II	15.32
01113	- General Clerk III	18.74
01120	- Housing Referral Assistant	20.84
01141	- Messenger Courier	10.23
01191	- Order Clerk I	14.74
01192	- Order Clerk II	16.29
01261	- Personnel Assistant (Employment) I	15.45
01262	- Personnel Assistant (Employment) II	17.49
01263	- Personnel Assistant (Employment) III	20.84
01270	- Production Control Clerk	20.78
01280	- Receptionist	12.29
01290	- Rental Clerk	15.45
01300	- Scheduler, Maintenance	15.45
01311	- Secretary I	16.11
01312	- Secretary II	17.61
01313	- Secretary III	20.84
01320	- Service Order Dispatcher	15.82
01410	- Supply Technician	21.45
01420	- Survey Worker	17.49
01531	- Travel Clerk I	11.69

01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.50
01611 - Word Processor I	13.76
01612 - Word Processor II	15.45
01613 - Word Processor III	17.49
5000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	19.43
05040 - Automotive Glass Installer	18.31
05070 - Automotive Worker	18.31
05110 - Mobile Equipment Servicer	15.74
05130 - Motor Equipment Metal Mechanic	20.48
05160 - Motor Equipment Metal Worker	18.31
05190 - Motor Vehicle Mechanic	20.48
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	18.31
05310 - Painter, Automotive	19.43
05340 - Radiator Repair Specialist	18.31
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	20.48
7000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.88
07042 - Cook II	13.18
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
9000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09080 - Furniture Refinisher	18.05
09090 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
1000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	11.81
11240 - Maid or Houseman	10.41
11260 - Pruner	10.89
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	11.81
11360 - Window Cleaner	11.31
2000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	16.06
12012 - Certified Occupational Therapist Assistant	19.99
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	16.06
12071 - Licensed Practical Nurse I	17.15
12072 - Licensed Practical Nurse II	19.18
12073 - Licensed Practical Nurse III	21.38
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	16.96

12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12195 - Medical Transcriptionist	14.96
12210 - Nuclear Medicine Technologist	28.69
12221 - Nursing Assistant I	9.37
12222 - Nursing Assistant II	10.53
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	15.15
12236 - Optical Technician	13.10
12250 - Pharmacy Technician	14.32
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	17.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Aide/Clerk	11.38
13054 - Library Information Technology Systems Administrator	22.15
13058 - Library Technician	17.88
13061 - Media Specialist I	15.99
13062 - Media Specialist II	17.88
13063 - Media Specialist III	19.94
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	15.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.45
14042 - Computer Operator II	17.49
14043 - Computer Operator III	19.53
14044 - Computer Operator IV	21.67
14045 - Computer Operator V	24.00
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	25.66
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.45
14160 - Personal Computer Support Technician	21.67
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	40.64
15030 - Air Crew Training Devices Instructor (Pilot)	46.05
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	27.99
15070 - Flight Instructor (Pilot)	46.05
15080 - Graphic Artist	22.00

15090 - Technical Instructor	21.70
15095 - Technical Instructor/Course Developer	26.54
15110 - Test Proctor	17.31
15120 - Tutor	17.31
6000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	11.10
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.90
16220 - Tailor	12.63
16250 - Washer, Machine	9.44
9000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
1000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.25
21030 - Material Coordinator	20.54
21040 - Material Expediter	20.54
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	16.25
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	9.96
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	16.99
21410 - Warehouse Specialist	16.25
2000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.35
23021 - Aircraft Mechanic I	22.24
23022 - Aircraft Mechanic II	23.35
23023 - Aircraft Mechanic III	24.52
23040 - Aircraft Mechanic Helper	15.13
23050 - Aircraft Painter	21.29
23060 - Aircraft Servicer	17.82
23080 - Aircraft Worker	18.09
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.77
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	24.85
23181 - Electronics Technician Maintenance I	21.36
23182 - Electronics Technician Maintenance II	22.80
23183 - Electronics Technician Maintenance III	24.02
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	19.01
23380 - Ground Support Equipment Mechanic	22.24
23381 - Ground Support Equipment Servicer	17.82
23382 - Ground Support Equipment Worker	18.09
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.00

23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
2.12		
23430	- Heavy Equipment Mechanic	21.46
23440	- Heavy Equipment Operator	21.46
23460	- Instrument Mechanic	21.46
23465	- Laboratory/Shelter Mechanic	20.36
23470	- Laborer	14.27
23510	- Locksmith	19.17
23530	- Machinery Maintenance Mechanic	21.46
23550	- Machinist, Maintenance	21.52
23580	- Maintenance Trades Helper	19.10
23591	- Metrology Technician I	21.46
23592	- Metrology Technician II	23.61
23593	- Metrology Technician III	23.72
23640	- Millwright	23.30
23710	- Office Appliance Repairer	20.36
23760	- Painter, Maintenance	20.36
23790	- Pipefitter, Maintenance	22.76
23810	- Plumber, Maintenance	20.99
23820	- Pneudraulic Systems Mechanic	21.46
23850	- Rigger	21.46
23870	- Scale Mechanic	19.18
23890	- Sheet Metal Worker, Maintenance	21.46
23910	- Small Engine Mechanic	20.05
23931	- Telecommunications Mechanic I	24.43
23932	- Telecommunications Mechanic II	25.75
23950	- Telephone Lineman	22.21
23960	- Welder, Combination, Maintenance	21.46
23965	- Well Driller	21.46
23970	- Woodcraft Worker	21.46
23980	- Woodworker	16.50
4000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.58
24580	- Child Care Center Clerk	16.15
24610	- Chore Aide	9.58
24620	- Family Readiness And Support Services Coordinator	12.95
24630	- Homemaker	16.75
5000	- Plant And System Operations Occupations	
25010	- Boiler Tender	24.06
25040	- Sewage Plant Operator	20.08
25070	- Stationary Engineer	24.06
25190	- Ventilation Equipment Tender	16.76
25210	- Water Treatment Plant Operator	20.08
7000	- Protective Service Occupations	
27004	- Alarm Monitor	17.19
27007	- Baggage Inspector	11.51
27008	- Corrections Officer	18.75
27010	- Court Security Officer	21.42
27030	- Detection Dog Handler	16.67
27040	- Detention Officer	18.75
27070	- Firefighter	21.58
27101	- Guard I	11.51
27102	- Guard II	16.67
27131	- Police Officer I	23.94
27132	- Police Officer II	26.60
8000	- Recreation Occupations	
28041	- Carnival Equipment Operator	12.35
28042	- Carnival Equipment Repairer	13.30
28043	- Carnival Equipment Worker	8.40
28210	- Gate Attendant/Gate Tender	12.68
28310	- Lifeguard	11.29
28350	- Park Attendant (Aide)	14.18
28510	- Recreation Aide/Health Facility Attendant	10.05

28515 - Recreation Specialist	17.57
28630 - Sports Official	11.29
28690 - Swimming Pool Operator	15.32
9000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
0000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.68
30021 - Archeological Technician I	16.92
30022 - Archeological Technician II	18.85
30023 - Archeological Technician III	23.53
30030 - Cartographic Technician	24.62
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.77
30062 - Drafter/CAD Operator II	19.87
30063 - Drafter/CAD Operator III	22.15
30064 - Drafter/CAD Operator IV	25.66
30081 - Engineering Technician I	18.80
30082 - Engineering Technician II	21.11
30083 - Engineering Technician III	23.61
30084 - Engineering Technician IV	29.26
30085 - Engineering Technician V	35.26
30086 - Engineering Technician VI	43.30
30090 - Environmental Technician	21.22
30210 - Laboratory Technician	20.42
30240 - Mathematical Technician	24.62
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.62
30461 - Technical Writer I	20.25
30462 - Technical Writer II	24.77
30463 - Technical Writer III	29.97
30491 - Unexploded Ordnance (UXO) Technician I	21.49
30492 - Unexploded Ordnance (UXO) Technician II	26.00
30493 - Unexploded Ordnance (UXO) Technician III	31.17
30494 - Unexploded (UXO) Safety Escort	21.49
30495 - Unexploded (UXO) Sweep Personnel	21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.13
30621 - Weather Observer, Senior (3)	21.80
1000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.90
31030 - Bus Driver	15.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	8.67
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
9000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	9.78
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85

99310 - Mortician	27.25
99410 - Pest Controller	13.74
99510 - Photofinishing Worker	11.29
99710 - Recycling Laborer	14.50
99711 - Recycling Specialist	17.02
99730 - Refuse Collector	12.86
99810 - Sales Clerk	11.13
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.16
99831 - Surveying Aide	11.91
99832 - Surveying Technician	18.21
99840 - Vending Machine Attendant	11.46
99841 - Vending Machine Repairer	14.88
99842 - Vending Machine Repairer Helper	11.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or predecessor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or predecessor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

OLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or

xplosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

*** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WRD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such unlisted classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (a)(1) of the

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT 5

WAREHOUSE INVENTORY LIST

RACK RUN

Sorted by Rack number
Total Quantity in all the below racks = 8456

Printed: 01/08/2007 12:01

PO	RECEIVED DATE	RACK STOCK	NOMENCLATURE	QUANTITY	STOCK
NONE	10/13/1999	101A1 NT0508MCBB	LAMP MEDIUM CHERRY NESSEN 1 IN BOX	1	NO
NONE	10/13/1999	101A1	LAMP SHADE OAT NESSEN 2 IN BOX	1	NO
NONE	08/13/1999	101A1 NT0752BB-F	LAMP BRUSHED BRASS NESSEN	1	NO
2-01105	10/15/2001	101A2	PAPER BLANK	39	NO
2-01105	10/22/2001	101A2	PAPER	60	NO
3-01475	04/08/2004	101B	PRINT ORDER	32	NO
STORAGE	10/28/2002	101B1	DOME RECEPTACLES 15 GAL	7	NO
NONE	08/21/2003	101B2	TRASH CANS	18	NO
7-01076/40164	05/27/1997	101B3	PRINT ORDER EPA MOVE CHECK LIST	10	NO
NONE	08/30/2002	101B3	COAT RACKS	7	NO
4-01032/60062	04/01/2004	71A1	LETTERHEAD, THE INSPECTOR GENERAL	4	NO
2-01032/40059	07/29/2002	71A2	LETTERHEAD, OFFICE OF PUBLIC AFFAIRS	4	NO
3-01032/60010	02/05/2003	71A2	LETTERHEAD, OFFICE OF THE ADMINISTRATOR	4	NO
4-01538	04/08/2004	71B3	ENVELOPES, INTER-OFFICE COMMUNICATION	20	NO
4-01032/60060	04/01/2004	71C3 SUBSTANCES	LETTERHEAD, OFFICE OF PREVENTION, PESTICIDES AND TOXIC	20	NO
NONE	10/19/2001	71C3	OUTLETS BENCOLE 6 TO A BOX	20	NO
2W0393	03/15/2002	71E3 S-9642-01WN	TABLE, CONFERENCE, 96 X 42, WALNUT	1	YES
3-01032/60021	02/10/2003	81A1	LETTERHEAD, OFFICE OF ENVIRONMENTAL INFORMATION	7	NO
2-01032/40039	01/14/2002	81A1	LETTERHEAD, OFFICE OF ENFORCEMENT COMPLIANCE ASSURANCE	2	NO
4-01016/60049	12/03/2003	81A1	LETTERHEAD, OFFICE OF RESEARCH AND DEVELOPMENT	17	NO
5-01009	11/03/2004	81A2	ENVELOPES, WHITE, 4 X 9	19	NO
4-01042	11/24/2003	81B1	EPA TENT CARDS	7	NO
2-01032/40045	03/14/2002	81B1 RELATIONS	LETTERHEAD, OFFICE OF CONGRESSIONAL AND INTERGOVERNMENTAL	4	NO
3-01032/60011	02/07/2003	81B2	LETTERHEAD, OFFICE OF INSPECTOR GENERAL	2	NO
5-01009	11/03/2004	81B2	ENVELOPES, WHITE, 4 X 9	28	NO
1-01142	04/20/2001	81B3	ENVELOPES, WHITE, W/WINDOWS, 4 X 9	56	NO
3-01311	02/11/2003	81C1	ENVELOPES, INTER-OFFICE COMMUNICATION	20	NO
4-01032/60061	04/01/2004	81C2	LETTERHEAD, OFFICE OF CHIEF FINANCIAL OFFICER	18	NO
1-01032/40020	05/21/2001	81C2	LETTERHEAD, OFFICE OF EXECUTIVE SUPPORT	20	NO
2-01204	06/28/2002	81C3	ENVELOPES, INTER-OFFICE COMMUNICATION	11	NO
3-00172	04/04/2003	91B1	COMPUTER PAPER	10	NO
5-00010/40201	10/06/1995	91B1	BOOKS	40	NO
5-00010/40201	10/26/1995	91B2	BOOKS	51	NO
NONE	03/25/2002	91B3	OUTLETS BENCOLE 6 TO A BOX	35	NO
2W0393	03/15/2002	A1A3 S-6820-03WN	CREDENZA, BASE, 2 DRAWER, WALNUT	1	YES
3W4035	12/31/2002	A1C1 S352010WN	LATERAL, FILE, CABINET, WALNUT	1	YES

3W4035	12/31/2002	A1D1	S352010WN	LATERAL,FILE,CABINET,WALNUT	4	YES
3W4035	12/30/2002	A1D2	S723601WN	DESK,DOUBLE,PED, WALNUT DAMAGED	1	YES
3W4035	12/31/2002	A1F1	S352010WN	LATERAL,FILE,CABINET,WALNUT	3	YES
8W1729	08/03/1998	A1E1	S-3520-10-WN	BOOKCASE,LATERAL,FILE,W/FOUR DRWS,WALNUT	1	YES
3W4035	12/26/2002	A1E3	S682009WN	CREDENZA,BASE,WALNUT	1	YES
3W4035	12/31/2002	A1F1	S352010WN	LATERAL,FILE,CABINET	4	YES
3W4035	12/31/2002	A1G1	S352010WN	LATERAL,FILE,CABINET	1	YES
7W1272	05/01/1997	A1G1	QS-S-3715-01	CREDENZA, UPPER, W/SINGLE BOOK SHELVES, WALNUT	1	YES
3W4035	12/30/2002	A1J1	S72361WN	DESK,DOUBLE,PED WALNUT,DAMAGE	1	YES
3W4035	12/30/2002	A1J2	S723601WN	DESK,DOUBLE,PED, WALNUT	1	YES
3W4035	12/30/2002	A1K2	S72361WN	DESK,DOUBLE,PED, WALNUT	1	YES
3W4035	12/26/2002	A1K3	S682009WN	CREDENZA,BASE,WALNUT	1	YES
3W4035	12/26/2002	A1L3	S682009WN	CREDENZA,BASE,WALNUT	1	YES
3W4035	12/30/2002	A1M1	S72361WN	DESK,DOUBLE,PED WALNUT	1	YES
3W4035	12/30/2002	A1M2	S72361WN	DESK,DOUBLE,PED, WALNUT	1	YES
3W4035	12/26/2002	A1M3	S682009WN	CREDENZA,BASE,WALNUT	1	YES
2W0393	02/28/2002	A2A1	0401-WN-0053	CHAIR,LOUNGE,BEIGE	2	YES
8W1846	10/19/1998	A2A2	WP913	CHAIR, SOFA , SOLID VIRIDIAN, WALNUT	2	YES
1W2280	04/12/2001	A2B1	030A-WN-0053	CHAIR,SIDE,W/OPEN ARMS,COCOA	2	YES
1W2280	04/12/2001	A2C1	030A-WN-0053	CHAIR,SIDE,W/OPEN ARMS,COCOA	2	YES
2W0393	02/28/2002	A2C2	WP-915-WN	SOFA, 3/PLACE, BEIGE	1	YES
3W4035	01/03/2003	A2D1	WVC6612BL	CHAIR,SIDE,WARVEL	2	YES
2W0393	02/28/2002	A2E1	0401-WN-7542	CHAIR, LOUNGE, BEIGE	2	YES
3W4035	12/26/2002	A2E3	S682009WN	CREDENZA,BASE,WALNUT	1	YES
2W0393	02/28/2002	A2H1	0401-WN	CHAIR, LOUNGE,BEIGE	2	YES
0W0104	07/25/1990	A2I1	TPN-4116	CHAIR,LOUNGE,CREAM	1	YES
8W1846	10/19/1998	A2I1	WP913	CHAIR,SOFA, SOLID VIRIDIAN,WALNUT	1	YES
2W0393	02/28/2002	A2J2	0402-WN-0053	SOFA, LOVESEAT,BEIGE	1	YES
4W0261	09/28/1994	A2J3	8103	CREDENZA, MAHOGANY	1	YES
2W0393	02/28/2002	A2K2	0402-WN-7542	LOVESEAT, BEIGE	1	YES
LS-96-1594	02/27/1997	A2K3		CREDENZA,BASE CHERRY	2	YES
3W3389	02/03/1994	A2L1	A-525	TABLE,LAMP,WALNUT	8	YES
2W7435	05/12/1993	A2L2	5707	SOFA,2/PLACE ROYAL BLUE	1	YES
3W4035	01/03/2003	A3A1	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN	2	YES
3W4035	01/03/2003	A3A2	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN	8	YES
9W0152	02/26/1999	A3A3	0403WN/2474	SOFA, 3/PLACE, SYMPHONY, TREVI TURQUOISE	1	YES
3W4035	01/03/2003	A3B1	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN	4	YES
9W0152	02/26/1999	A3B2	0401WN/4690	CHAIR, LOUNGE, BLUE MIST	2	YES
U3807	04/12/1995	A3B3	WP-914	SOFA,2 PLACE BUCKINGHAM JADE	1	YES
3W4035	05/04/2004	A3C2	TPL1883-BLK	CHAIR,STACKING, CHARCOL,BLACK	22	YES
9W0152	02/26/1999	A3C3	WP914WAL	SOFA, 2/PLACE, BROMPTON OSAGE	1	YES
3W4035	05/04/2004	A3D2	TPL1883-BLK	CHAIR,STACKING, CHARCOL,BLACK	8	YES
4W0365	06/23/1994	A3D2	TPN-8013	STOOL,CHINA BLUE	4	YES
3W4035	01/03/2003	A3E1	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN	6	YES
3W3389	02/03/1994	A3E2	A-525	TABLE,LAMP,WALNUT	5	YES
1W2280	01/18/2001	A3E2	S-4120-01-WN	TABLE, MAGAZINE, WALNUT	2	YES
9W0152	04/23/1999	A3F2	S-4120-01-WN	TABLE,MAGAZINE, WALNUT	1	YES
7W1326	05/14/1997	A3F2	137-9158	TABLE, END, WALNUT	6	YES

2W0393	04/09/2002	A3F3	S-12048-03WN	TABLE,CONFERENCE,10/FT BOAT SHAPE,WALNUT,TWO PARTS	1	YES
3W4035	01/03/2003	A3G1	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN	6	YES
9W0152	04/23/1999	A3G2	HW50002	KEYBOARD DRAWER WALNUT	1	YES
3W4035	12/23/2002	A3G2	HW50002	KEYBOARD,DRAWER WALNUT	13	YES
3W4035	01/03/2003	A3H1	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN OPEN,	5	YES
3W4035	01/03/2003	A3I1	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN	4	YES
3W4035	01/03/2003	A3J1	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN	4	YES
3W4035	01/03/2003	A3K1	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN	4	YES
3W4035	01/03/2003	A3L1	WVC6120BL	CHAIR,OPEN,ARM,PEN STRIPS,BLACK,BROWN	4	YES
3W4035	04/16/2004	A4A1	UST2028	CHAIR,MED/BACK,W/ADJ ARMS,BLACK	6	YES
3W4035	04/16/2004	A4D1	UST2028	CHAIR,MED/BACK,W/ADJ ARMS,BLACK	5	YES
3W4035	04/16/2004	A4E1	UST2028	CHAIR,MED/BACK,W/ADJ ARMS,BLACK	6	YES
2W0393	02/28/2002	A4F1	020A-WN-0053	CHAIR,MED/BACK,OPEN ARMS,BEIGE	1	YES
NONE	06/12/1996	A4H1	STORAGE	SAFE, 2/DRW, SN# 3377	1	NO
2W-0393	08/10/2005	A4H2	030A-WN-0053	CHAIR, BEIGE	2	YES
2W0393	02/28/2002	A4H2	030A-WN-0053	CHAIR,SIDE, W/OPEN ARMS,BEIGE 2 DAMAGED	5	YES
2W0393	02/28/2002	A4I1	030A-WN-0053	CHAIR,SIDE, W/OPEN ARMS,BEIGE	7	YES
2W0393	02/28/2002	A4I2	030A-WN-0053	CHAIR,SIDE, W/OPEN ARMS,COCOA	2	YES
2W0393	02/28/2002	A4J1	010A-WN-0053	CHAIR,HIGH/BACK,OPEN ARMS,BEIGE	1	YES
9W0152	02/26/1999	A4J1	010A-WN/0047	CHAIR,H/BACK,TAUPE	1	YES
NONE	06/12/1996	A4J1	STORAGE	SAFE, 5/DRW, SN# 406075	1	NO
8W0643	09/02/1998	A4J1	010-AWN	CHAIR,H/BACK,BLUE CHERRY ARMS & LEGS	1	YES
9W0152	02/26/1999	A4J1	010A-WN/0047	CHAIR,H/BACK,STEEL BLUE	1	YES
2W0393	02/28/2002	A4J2	030A-WN-0053	CHAIR, SIDE, W/OPEN ARMS, BEIGE	4	YES
LS-01-01656	02/13/2001	A4J3		CHAIRS, IN STORAGE	3	NO
9W0152	02/26/1999	A4K1	020A-WN/0047	CHAIR,OVERTURE, M/BACK,OSAGE	2	YES
9W0152	02/26/1999	A4K1	020A-WN/0047	CHAIR,OVERTURE, M/BACK,BRISTAL	1	YES
9W0152	02/26/1999	A4K1	020A-WN/0047	CHAIR,OVERTURE, M/BACK,TAUPE	1	YES
9W0152	02/26/1999	A4K1	020A-WN/0047	CHAIR, OVERTURE, M/BACK, BLACK	1	YES
9W0152	02/26/1999	A4K2	030A-WN	CHAIR,SIDE,TAUPE	1	YES
9W0152	02/26/1999	A4K2	030A-WN	CHAIR,SIDE,OSAGE	1	YES
7W1270	05/01/1997	A4K2	QS030A-WN-0048	CHAIR,SIDE,OPEN ARM BLUEBERRY	1	YES
9W0152	02/19/1999	A4K2	030A-WN/0047	CHAIR, OVERTURE, SIDE, BLACK	1	YES
9W0152	02/26/1999	A4K2	030A-WN-0053	CHAIR, OVERTURE, M/BACK, WEDGEWOOD	1	YES
NONE	05/04/1998	A4L1	HAWORTH	CHAIR,LOW/BACK, 1 RUST 2 MOUSSE	3	YES
NONE	05/04/1998	A4L1	HAWORTH	CHAIR,SIDE,WITH ARMS MULIT BROWN	2	YES
NONE	05/06/1998	A5A1	1 SKID	HAWORTH	1	NO
5-01007	11/08/2004	A5A2		ENVELOPES, BROWN KRAFT, 9 1/2 X 12	47	NO
NONE	05/06/1998	A5B1	STORAGE	HAWORTH (2 SKID)	2	NO
5-01007	11/08/2004	A5B2		ENVELOPES, BROWN KRAFT, 9 1/2 X 12	135	NO
NONE	10/11/2001	A5B3		WALL MOUNT CORED CUTTER	1	NO
NONE	05/06/1998	A5C1	STORAGE	HAWORTH, (1 SKID)	1	NO
5-01007	11/08/2004	A5C2		ENVELOPES, BROWN KRAFT, 9 1/2 X 12	135	NO
5-01007	11/08/2004	A5D2		ENVELOPES, BROWN KRAFT, 9 1/2 X 12	135	NO
5-01009	11/03/2004	A5E1		ENVELOPES, WHITE, 4 X 9	66	NO
NONE	05/04/1998	A5E1	STORAGE	HAWORTH, (1 SKID)	1	NO
5-01007	11/08/2004	A5E2		ENVELOPES, BROWN KRAFT, 9 1/2 X 12	123	NO

3W4035	08/10/2005	A5E3	S42R-WN	TABLE, 42"	1	YES
NONE	05/04/1998	A5F1	STORAGE	HAWORTH, (1 SKID)	1	NO
NONE	05/06/1998	A5F1	STORAGE	HAWORTH, (1 SKID)	1	NO
5-01007	11/08/2004	A5F2		ENVELOPES, BROWN KRAFT, 9 1/2 X 12	77	NO
2W0393	04/09/2002	A5F3	S-14448-03WN	TABLE, CONFERENCE, 12/FT BOAT SHAPE, WALNUT/TWO PARTS	1	YES
NONE	05/04/1998	A5G1	STORAGE	HAWORTH, (2 SKIDS)	2	NO
NONE	06/12/1996	A5G1	STORAGE	SAFE, 2/DRW, SN# 1290311	1	NO
1W2280	01/18/2001	A5G2	S-9642-01-WN	TABLE, CONFERENCE, 96 X 42, WALNUT	2	YES
NONE	06/12/1996	A5H1	STORAGE	SAFE, 5/DRW, SN# 1575823	1	NO
NONE	06/12/1996	A5H1	STORAGE	SAFE, 5/DRW, SN# 266	1	NO
NONE	06/12/1996	A5H1	STORAGE	SAFE, 5/DRW, SN# 4168	1	NO
5-01830	11/04/2004	A5H2		ENVELOPES, INTER-OFFICE	38	NO
NONE	05/04/1998	A5H2	STORAGE	HAWORTH, (2 SKIDS)	2	NO
NONE	06/12/1996	A6A1	STORAGE	SAFE, 5/DRW, SN# 195	1	NO
NONE	12/18/2000	A6A2		CARPET TILE PURPLE MEDLE	64	NO
NONE	12/18/2000	A6A3		CARPET TILE PURPLE MEDLE	57	NO
NONE	12/18/2000	A6B2		CARPET TILE PURPLE MEDLE	102	NO
NONE	06/23/1997	A6B2	3 SKIDS	PRINTING	3	NO
NONE	12/18/2000	A6B3		CARPET TILE PURPLE MEDLE	108	NO
NONE	12/18/2000	A6C2		CARPET TILE PURPLE MEDLE	96	NO
NONE	12/18/2000	A6C3		CARPET TILE PURPLE MEDLE	101	NO
NONE	12/18/2000	A6D2		CARPET TILE PURPLE MEDLE	28	NO
NONE	04/17/2001	A6D2		CARPET, TILE, FOR ARIEL RIOS NETWORK	80	NO
NONE	06/12/1996	A6H1	STORAGE	SAFE, 2/DRW, PN# 013948	1	NO
NONE	06/12/1996	A6H1	STORAGE	SAFE, 2/DRW, SN# 2240261, PN# 606538	1	NO
NONE	06/12/1996	A6H1	STORAGE	SAFE, 2/DRW, PN# 061021	1	NO
NONE	06/12/1996	A6H2	STORAGE	SAFE, 2/DRW, SN# 2240104, PN# 892140	1	NO
NONE	06/12/1996	A6H2	STORAGE	SAFE, 2/DRW, SN# 12911-44, PN# 17129	1	NO
NONE	06/12/1996	A6H2	STORAGE	SAFE, 2/DRW, SN# 2240264, PN# 433557	1	NO
3-00316	09/22/2003	AFLR		PAPER	230	NO
4-01043	11/24/2003	AFLR		EPA KIT FOLDERS	2	NO
NONE	04/08/2004	AFLR		STEP ON	4	NO
EP0711000005	12/06/2006	AFLR		CARPET	212	NO
NONE	04/05/2002	AFLR	2702	LAMPS DAZOR BLACK 4 TO A BOX	15	NO
NONE	04/01/2002	AFLR	2956	TRASH CANS BLACK 12 TO A BOX	8	NO
6-00016/60138	04/18/2006	AFLR		LETTERHEAD, OFFICE OF INSPECTOR GENERAL	2	NO
NONE	02/19/2002	AFLR		OUTLETS BENCOLE 6 TO A BOX	12	NO
NONE	02/19/2002	AFLR		OUTLETS BENCOLE 6 TO A BOX	43	NO
NONE	06/12/1996	AFLR	STORAGE	SAFE, 5/DRW, SN# 3173	1	NO
NONE	06/12/1996	AFLR	STORAGE	SAFE, 5/DRW, SN# 265	1	NO
NONE	06/12/1996	AFLR	STORAGE	SAFE, 5/DRW, SN# 199607	1	NO
NONE	06/12/1996	AFLR	STORAGE	SAFE, 5/DRW, SN# 1530963	1	NO
NONE	06/12/1996	AFLR	STORAGE	SAFE, 3/DRW, PN# 186124	1	NO
NONE	06/12/1996	AFLR	STORAGE	SAFE, 2/DRW, SN# 1223292	1	NO
NONE	06/12/1996	AFLR	STORAGE	SAFE, 2/DRW, SN# SF234	1	NO
5-00016/60118	09/16/2005	AFLR		LETTERHEAD, OFFICE OF GENERAL COUNSEL	5	NO
NONE	04/17/2000	AFLR	2673	TRASH CAN TOPS BROWN FIT 3540	10	NO
NONE	10/25/2001	AFLR		OUTLETS BENCOLE 6 TO A BOX	31	NO
6-00016/60129	01/23/2006	AFLR		LETTERHEAD, ENVIRONMENTAL PROTECTION AGENCY	4	NO
NONE	11/05/2001	AFLR		SAFE, SN: 1291137	1	NO
NONE	10/22/2001	AFLR		WEF CONF	25	NO

NONE	01/24/2006	AFLR	COLLINS ALKMAN FLOOR COVERING	142	NO
5-00016/98824	11/10/2005	AFLR	HEALTH PROTECTION LETTERHEAD, OFFICE OF ENVIRONMENT	4	NO
8W1845	08/10/1998	AFLR	QSS-2020-01 EDUCATION AND CHILDREN'S	1	YES
NONE	11/28/2003	AFLR	WARDROBE, WALNUT	3	NO
NONE	11/28/2003	AFLR	3559 TRASH CANS STEP ON	5	NO
5-00016/60095	10/27/2004	AFLR	TRASH CANS GREY	9	NO
5-00016/60089	10/27/2004	AFLR	LETTERHEAD, OFFICE OF THE ADMINISTRATOR	4	NO
5-00016/60091	11/23/2004	AFLR	LETTERHEAD, THE INSPECTOR GENERAL	10	NO
5-00016/60092	11/23/2004	AFLR	LETTERHEAD, OFFICE OF WATER	18	NO
5-00016/60094	11/23/2004	AFLR	LETTERHEAD, OFFICE OF SOLID WASTE AND EMERGENCY RESPONSE	9	NO
5-00016/60100	11/23/2004	AFLR	LETTERHEAD, OFFICE OF ENVIRONMENTAL INFORMATION	12	NO
5-00016/60096	11/23/2004	AFLR	SUBSTANCES LETTERHEAD, OFFICE OF PREVENTION, PESTICIDES AND TOXIC	14	NO
5-00016/60088	11/23/2004	AFLR	LETTERHEAD, OFFICE OF THE INSPECTOR GENERAL	8	NO
5-00016/60099	11/23/2004	AFLR	LETTERHEAD, OFFICE OF POLICY, ECONOMICS AND INNOVATION	12	NO
4W1038	12/15/2004	AFLR	SAFES	2	NO
5-00016/60097	11/23/2004	AFLR	MANAGEMENT LETTERHEAD, OFFICE OF ADMINISTRATION AND RESOURCES	15	NO
5-00016/60093	10/27/2004	AFLR	LETTERHEAD, OFFICE OF CHIEF FINANCIAL OFFICER	9	NO
4-00032/60076	09/07/2004	AFLR	MANAGEMENT LETTERHEAD, OFFICE OF ADMINISTRATION AND RESOURCES	5	NO
5-00016/60087	10/27/2004	AFLR	LETTERHEAD, OFFICE OF PUBLIC AFFAIRS	7	NO
4-00032/60078	09/07/2004	AFLR	LETTERHEAD, OFFICE OF PUBLIC AFFAIRS	3	NO
4-00032/60075	09/07/2004	AFLR	LETTERHEAD, OFFICE OF ENFORCEMENT AND COMPLIANCE ASSURANCE	1	NO
5-01831	11/10/2004	AFLR	EPA TENT CARDS	4	NO
NONE	08/27/2003	AFLR	3559 TRASH CAN GREY	2	NO
5-01829	11/01/2004	AFLR	W/ 1st CLASS POSTAGE ENVELOPES, BROWN KRAFT, 6 X 9	5	NO
4-00032/64295	04/22/2004	AFLR	LETTERHEAD, OFFICE OF SOLID WASTE AND EMERGENCY RESPONSE	18	NO
NONE	11/10/1998	B1M2	1 SKID RECYCLE BINS, IN STORAGE	1	NO
NONE	11/10/1998	B2H3	2 SKIDS RECYCLE BINS, IN STORAGE	2	NO
6-00335	06/17/1997	B2I1	SHEET PAPER, BLUE VELLUM	88	NO
NONE	11/10/1998	B2I3	2 SKIDS RECYCLE BINS, IN STORAGE	2	NO
NONE	11/10/1998	B2J2	6 SKIDS RECYCLE BINS, IN STORAGE	6	NO
NONE	11/10/1998	B2J3	1 SKID RECYCLE BINS, IN STORAGE	1	NO
NONE	11/10/1998	B2K2	1 SKID RECYCLE BINS, IN STORAGE	1	NO
NONE	11/10/1998	B2K3	2 SKIDS RECYCLE BINS, IN STORAGE	2	NO
NONE	11/10/1998	B2L2	1 SKID RECYCLE BINS, IN STORAGE	1	NO
NONE	11/10/1998	B2L3	1 SKID RECYCLE BINS, IN STORAGE	1	NO
7-00135	12/13/1996	B3C2	PAPER, FLAT, GRAY	88	NO
NONE	09/11/1998	B4C1	SKID #6 HARTEP PANELS, STORAGE	1	NO
NONE	09/11/1998	B4C1	SKID #10 HARTEP PANELS, STORAGE	1	NO
NONE	09/15/1998	B4D1	SKID #1 HAYWORTH PANELS, STORAGE	1	NO
NONE	09/15/1998	B4D1	SKID #2 HAYWORTH PANELS, STORAGE	1	NO
NONE	10/23/2000	B4F1	XEROX PAPER, 11x 17	30	NO
NONE	09/15/1998	B4G3	SKID #3 HAYWORTH PANELS, STORAGE	1	NO

NONE	09/15/1998	B4I3	SKID #4	HAYWORTH PANELS, STORAGE	1	NO
2-00164	03/07/2002	B5A2		XEROX PAPER, 11 X 17 BLUE WHITE LASER	48	NO
NONE	09/11/1998	B5A3	SKID #1	HARTER PANELS, STORAGE	1	NO
3-00289	11/10/2003	B5B1	2 SKIDS	XEROX PAPER, 100%	80	NO
NONE	09/11/1998	B5B3	SKID #2	HARTER PANELS, STORAGE	1	NO
1-00135	07/24/2001	B5D1		XEROX, DAMAGED	15	NO
4-00107	10/28/2003	B5D2		XEROX PAPER, 100% 8 1/2 X 14	108	NO
3-00289	12/22/2003	B5F2	1 SKID	XEROX PAPER, 8 1/2 X 14	40	NO
3-00289	11/10/2003	B6A1	1 SKID	XEROX PAPER 100%	40	NO
6-00447	10/18/1996	B6A1		XEROX PAPER, 8 1/2 X 11, BUFF	40	NO
3-00289	11/10/2003	B6B2	1 SKID	XEROX PAPER 100%	40	NO
6-00446	10/09/1996	B6B2	1 SKID	XEROX PAPER, 20%, PINK	40	NO
6-00447	10/09/1996	B6C2	1 SKID	XEROX PAPER, 20%, SALMON	40	NO
2-00254	09/03/2002	B6D2	1 SKID	XEROX PAPER, 100%	40	NO
6-00535	02/24/2006	B6G1	1 SKID	XEROX PAPER, 3/HOLE PUNCH	40	NO
5-00644	09/23/2005	B6G3	2 SKIDS	XEROX PAPER, 11 X 17 CASCADE	40	NO
6-00577	03/30/2006	B6H1	1 SKID	XEROX PAPER, 3/HOLE PUNCH	40	NO
6-00579	03/30/2006	B6H1	1 SKID	XEROX PAPER, 11 X 17	40	NO
4-00134	02/02/2004	B6L2	1 SKID	XEROX PAPER, 100%	40	NO
4-00134	02/02/2004	B6M2	1 SKID	XEROX PAPER, 100%	40	NO
NONE	11/12/2003	BFLR		TRASH CANS	26	NO
3W3812	10/20/2003	BFLR		SPECIAL MADE 167 LIDS	21	NO
3W3812	04/08/2004	BFLR		LIDS	8	NO
0020185	03/18/2004	BFLR		PACKING BOXES	735	NO
NONE	07/01/2002	BFLR		CABINET, RECYCLE, WHITE	3	NO
7-00063	10/12/2006	BFLR	1 SKID	XEROX PAPER, 3/HOLE PUNCH	40	NO
7-00062	10/12/2006	BFLR	2 SKIDS	XEROX PAPER, 11 X 17	80	NO
NONE	10/18/2002	BFLR		RECYCLE TRASH CANS	164	NO
NONE	07/01/2002	BFLR		CABINET, RECYCLE, WHITE	4	NO
NONE	06/03/2002	BFLR		RECYCLE BOXES	275	NO
NONE	07/22/1999	BFLR	STORAGE	RECYCLE BINS	36	NO
NONE	12/28/1998	C1B1		TABLE ROUND	1	NO
NONE	12/28/1998	C1C1		WOODEN CHAIR	1	NO
NONE	12/28/1998	C1C1		CHAIRS	3	NO
3057-2311	01/15/1993	C1C2	CR 1200-310	PODIUM, STORAGE, 5100# 3057-2311	1	NO
NONE	11/10/1998	C1E1		RECYCLE BINS, IN STORAGE	34	NO
LS-99-3017	05/04/1999	C2D1		OVERHEAD LIGHTS, IN STORAGE FOR 6 MONTHS	1	NO
LS-98-3406	04/22/1998	C2E2	STORAGE	CHAIR, CONFERENCE, GREEN	4	NO
LS-98-3406	04/30/1998	C2E3	STORAGE	FURNITURE, FROM THE JUDGES OFFICE, (2 SKIDS)	2	NO
LS-98-3406	04/30/1998	C2E3	STORAGE	FURNITURE, FROM THE JUDGES OFFICE, (2 SKIDS)	2	NO
LS-98-3406	04/22/1998	C2F2	STORAGE	CHAIR, CONFERENCE, GREEN	12	NO
LS-98-3406	04/22/1998	C2F2	STORAGE	CHAIR, CONFERENCE, GREEN	12	NO
LS-98-3406	04/30/1998	C3B2	STORAGE	FURNITURE, FROM JUDGES OFFICE, (1 SKID)	1	NO
LS-96-3099	05/13/1996	C3C1	STORAGE	STOOLS, H/BACK, BLUE, ADMINISTRATORS	5	NO
LS-98-3406	04/30/1998	C3E3	STORAGE	FURNITURE, FROM THE JUDGES OFFICE, (2 SKIDS)	2	NO
LS-98-3406	04/30/1998	C3F2	STORAGE	FURNITURE, FROM THE JUDGES OFFICE, (1 SKID)	1	NO
NONE	05/04/1998	C3F3	STORAGE	COMPUTERS, FOR THE JUDGES OFFICES	10	NO
LS-98-3406	04/30/1998	C3G3	STORAGE	FURNITURE, FROM THE JUDGES OFFICE, (1 SKID)	1	NO

LS-98-3406	04/30/1998	C3G3 STORAGE	FURNITURE, FROM THE JUDGES OFFICE, (1 SKID)	1	NO
LS-98-3406	04/22/1998	C3I1 STORAGE	CHAIR, CONFERENCE, GREEN	2	NO
LS-98-3406	04/22/1998	C3I1 STORAGE	CHAIR, CONFERENCE, GREEN	2	NO
LS-98-3406	04/22/1998	C3I3 STORAGE	TABLE, CONFERENCE, GREEN	2	NO
LS-98-3406	04/30/1998	C3K2 STORAGE	FURNITURE, FROM THE JUDGES OFFICE, (1 SKID)	1	NO
LS-98-3406	04/22/1998	C3K3 STORAGE	TABLE, CONFERENCE, JUDGES	2	NO
LS-98-3406	04/30/1998	C3L2 STORAGE	FURNITURE, FROM THE JUDGES OFFICE, (1 SKID)	1	NO
LS-98-3406	04/22/1998	C3L3 STORAGE	TABLE, CONFERENCE, GREEN	3	NO
LS-98-3406	04/22/1998	C3M3 STORAGE	TABLE, CONFERENCE	2	NO
NONE	06/22/1999	C4A2 STORAGE	COMPUTER DESK	2	NO
NONE	09/27/2002	C5B2	BOTTLE WATER	1	NO
NONE	10/23/2003	C5B3	BOTTLE WATER W/ONE COOLER	4	NO
NONE	09/27/2002	C5B3	BOTTLE WATER	12	NO
NONE	12/28/1998	C5C1	TOYS 3 BOXES	3	NO
NONE	12/28/1998	C5C1	1 BOX MARKED KITCHEN	1	NO
NONE	12/28/1998	C5F1	PLAY ICE MAKER	1	NO
EP05W003552	10/04/2005	CAGE	TANDBERG	1	NO
EP06H000186	12/12/2005	CAGE	MANAGEMENT SOLUTIONS	1	NO
6-00017/20109	12/07/2005	CAGE	PRINT ORDER	2	NO
EP06H001051	02/10/2006	CAGE	GTSI	2	NO
EP07H000105	11/13/2006	CAGE	CHAIRS	59	NO
6-00017/20158	10/10/2006	CAGE	PRINT ORDER	1	NO
NONE	01/03/2007	CAGE	PRINT ORDER	1	NO
NONE	01/04/2007	CAGE	PRINT ORDER	17	NO
EP06H001494	12/26/2006	CAGE	DELL	1	NO
EP06H001494	12/26/2006	CAGE	DELL	1	NO
EP07H000078	10/20/2006	CAGE	DELL	2	NO
EP06H003000	12/26/2006	CAGE	IBM	2	NO
7-00121	12/13/2006	CAGE	PRINT ORDER	6	NO
EP07H000078	10/18/2006	CAGE	DELL	1	NO
EP07H000542	01/03/2007	CAGE	WESTWOOD COMPUTER	1	NO
EP06H001897	01/03/2007	CAGE	FULFILLMENT CENTER	1	NO
EP07H000418	12/18/2006	CAGE	DELL	24	NO
EP07H000418	12/18/2006	CAGE	DELL	24	NO
EP07H000542	01/03/2007	CAGE	LYME COMPUTER	1	NO
EP07H000542	01/03/2007	CAGE	LYME COMPUTER	1	NO
7-00017/88271	01/03/2007	CAGE	PRINT ORDER	13	NO
NONE	12/22/2006	CAGE	PRINT ORDER	1	NO
EP06H001494	12/22/2006	CAGE	KEYBOARDS	5	NO
EP07H000542	01/04/2007	CAGE	WESTWOOD COMPUTER	1	NO
6-00789	12/11/2006	CAGE	VERY NICE PRODUCTS	1	NO
EP07H000435	12/22/2006	CAGE	DELL	2	NO
EP06H001494	12/29/2006	CAGE	DELL	1	NO
6-00729	12/27/2006	CAGE	PRINT ORDER	1	NO
7-00074	12/07/2006	CAGE	PRINT ORDER	4	NO
6-00782	10/11/2006	CAGE	PRINT ORDER	4	NO
6-00798	10/30/2006	CAGE	PRINT ORDER	136	NO
7-00113	12/21/2006	CAGE	PRINT ORDER	5	NO
EP07H000217	11/29/2006	CAGE	TELESTAR CORP	1	NO
EP07H000078	10/18/2006	CAGE	DELL	1	NO
6-00789	11/06/2006	CAGE	VERY NICE PRODUCTS	5	NO
6-00806	11/03/2006	CAGE	PRINT ORDER	1	NO

EP07H000418	12/18/2006	CAGE	DELL	19	NO
6-00799	10/26/2006	CAGE	PRINT ORDER	3	NO
NONE	12/14/2006	CAGE	DECISION ONE	1	NO
7-00017/20171	01/04/2007	CAGE	PRINT ORDER	1	NO
EP06H001494	05/10/2006	CAGE	DELL	24	NO
6-00628	06/21/2006	CAGE	PRINT ORDER	1	NO
LS-03-00688	12/13/2002	CAGE	TRASH CANS, BEIGE	2	NO
NONE	10/11/2002	CAGE	LAMPS	19	NO
EP06H001485	05/08/2006	CAGE	DELL	4	NO
EP06H001485	05/08/2006	CAGE	DELL	24	NO
EP06H001897	06/26/2006	CAGE	DELL	2	NO
6-00620	05/23/2006	CAGE	PRINT ORDER	1	NO
EP06H001492	05/03/2006	CAGE	DELL	147	NO
EP06H001622	05/03/2006	CAGE	DELL	2	NO
6-00610	05/08/2006	CAGE	PRINT ORDER	6	NO
6-00016/60141	06/07/2006	CAGE	LETTERHEAD, OFFICE OF INTERNATIONAL AFFAIRS	3	NO
EP05W003314	10/03/2005	CAGE	DELL	1	NO
EP05W003314	10/03/2005	CAGE	DELL	3	NO
NONE	05/29/2002	CAGE	AFH ENTERPRISE	9	NO
EP06H001309	09/20/2006	CAGE	DELL	24	NO
6-00510	03/10/2006	CAGE	EPA KIT FOLDERS	29	NO
5-00499	10/03/2005	CAGE	PRINT ORDER	1	NO
5-00517	10/03/2005	CAGE	PRINT ORDER	1	NO
5-00517	10/03/2005	CAGE	PRINT ORDER	1	NO
6-00016/60152	09/15/2006	CAGE	LETTERHEAD, OFFICE OF THE ADMINISTRATION	1	NO
5-00517	10/03/2005	CAGE	PRINT ORDER	1	NO
EP06H000838	01/20/2006	CAGE	DELL	5	NO
EP06H002113	07/28/2006	CAGE	DELL	5	NO
EP06H002113	07/28/2006	CAGE	DELL	3	NO
5-01758	09/30/2005	CAGE	PRINT ORDER	17	NO
EP06H002754	09/20/2006	CAGE	DELL	1	NO
EP05W003159	09/16/2005	CAGE	DELL	10	NO
EP05W003162	09/15/2005	CAGE	IDEAL SOLUTIONS	1	NO
EP06H000951	03/22/2006	CAGE	ACCESS PRODUCTS	1	NO
LS-97-2785	03/21/1997	CAGE NEW	FLAGS, OUTDOOR, EPA	3	NO
LS-97-2785	03/21/1997	CAGE NEW	FLAGS, EPA BOAT	3	NO
LS-97-2785	03/21/1997	CAGE USED	FLAG, USA	1	NO
LS-97-2785	03/21/1997	CAGE USED	FLAG, OUTDOOR, EPA	1	NO
LS-97-2785	03/21/1997	CAGE NEW	FLAG, BASES	1	NO
7-00419	06/16/1997	CAGE	PROPERTY PASSES	2	NO
6-00016/60152	09/15/2006	CAGE	LETTERHEAD, OFFICE OF THE ADMINISTRATION	1	NO
NONE	03/12/1999	CAGE	NORTHWEST RESEARCH	1	NO
EP06H001257	03/20/2006	CAGE	DELL	2	NO
5-00017/20081	09/09/2005	CAGE	PRINT ORDER	2	NO
EP06H000854	01/18/2006	CAGE	DELL	1	NO
NONE	05/08/2001	CAGE NT0752BB-F	LAMP BRUSHED BRASS NESSEN	1	NO
EP06H002113	07/31/2006	CAGE	DELL	30	NO
5-00017/20080	09/08/2005	CAGE	PRINT ORDER	1	NO
5-00641	10/28/2005	CAGE	PRINTING	1	NO
NONE	10/27/2000	CAGE	OUTLETS BENCOLE 6 TO A BOX	7	NO
6-00016/60151	09/15/2006	CAGE	LETTERHEAD, OFFICE OF THE ADMINISTRATION	1	NO

5-0001	01/17/2006	CAGE	PRINT ORDER	7	NO
2-00105	11/16/2001	CAGE	PRINT ORDER	10	NO
6-00482	01/23/2006	CAGE	PRINT ORDER	37	NO
6-00463	01/24/2006	CAGE	PRINT ORDER	1	NO
2-00105	10/25/2001	CAGE	PAPER, BLANK	60	NO
EP06H002113	07/31/2006	CAGE	DELL	30	NO
EP05W002342	08/30/2005	CAGE	DELL	1	NO
5-00513	09/15/2005	CAGE	PRINT ORDER	49	NO
EP06H002068	07/20/2006	CAGE	DELL	1	NO
5-00018/20052	09/28/2005	CAGE	PRINT ORDER	2	NO
EP05W003162	09/14/2005	CAGE	IDEAL SOLUTIONS	2	NO
5-00017/20059	08/29/2005	CAGE	PRINT ORDER	2	NO
6-00610	05/08/2006	CAGE	PRINT ORDER	2	NO
EP06H002238	08/18/2006	CAGE	APRISA TECHNOLOGY	1	NO
EP06H001494	05/08/2006	CAGE	DELL	1	NO
EP06H001309	09/18/2006	CAGE	DELL	2	NO
6-00659	06/30/2006	CAGE	PRINT ORDER	1	NO
6-00557	04/18/2006	CAGE	BARCODE LABELS	1	NO
6-00016/60151	09/15/2006	CAGE	LETTERHEAD, THE ADMINISTRATOR	1	NO
5-0001	11/18/2005	CAGE	PRINT ORDER	20	NO
EP06H002652	09/14/2006	CAGE	ACC	3	NO
NONE	08/24/2006	CAGE	APRISA TECHNOLOGY	1	NO
EP06H001629	09/14/2006	CAGE	DELL	40	NO
6-00016/60145	06/19/2006	CAGE	LETTERHEAD, DEPUTY ADMINISTRATOR	2	NO
6-00016/60137	04/12/2006	CAGE	LETTERHEAD, OFFICE OF AIR & RADIATION	2	NO
EP06H002113	07/31/2006	CAGE	DELL	30	NO
EP06H002113	07/31/2006	CAGE	DELL	28	NO
6-00016/60132	02/14/2006	CAGE	LETTERHEAD, OFFICE OF AIR & RADIATION	3	NO
EP06H000028	11/18/2005	CAGE	MOTOROLA	1	NO
6-00112	11/29/2005	CAGE	PRINT ORDER	1	NO
6-00520	03/21/2006	CAGE	PRINT ORDER	2	NO
5-00507	10/05/2005	CAGE	PRINT ORDER	1	NO
5-00507	10/05/2005	CAGE	PRINT ORDER	1	NO
NONE	11/14/2005	CAGE	VERMONT PRINT	28	NO
EP05W003001	10/05/2005	CAGE	DELL	2	NO
NONE	04/06/2004	CAGE	TRASH CANS GRAY 7 BXS LIDS 2 BX	8	NO
NONE	04/07/2004	CAGE	OFFICE DEPOT	1	NO
6-00017/20110	12/13/2005	CAGE	PRINT ORDER	2	NO
6-00017/20111	12/13/2005	CAGE	PRINT ORDER	2	NO
NONE	12/08/2005	CAGE	ATLANTIC SYSTEMS INC	1	NO
EP05W002773	12/08/2005	CAGE	DELL	5	NO
3W3644	08/25/2003	CAGE	PETER PEPPER	2	NO
NONE	07/16/2003	CAGE	SPECIAL MADE	11	NO
EP05W003128	10/20/2005	CAGE	DELL	42	NO
EP06H000801	01/11/2006	CAGE	DELL	1	NO
NONE	11/15/2005	CAGE	NONE	2	NO
5-10008	12/20/2005	CAGE	PRINT ORDER	2	NO
EP06H001257	03/16/2006	CAGE	DELL	8	NO
EP05W002773	12/08/2005	CAGE	DELL	1	NO
EP05W002600	10/05/2005	CAGE	NATIONWIDE SUPPLIES	1	NO
EP05W002905	11/08/2005	CAGE	DELL	7	NO
NONE	05/05/1999	CAGE	SAFEWARE	2	NO

6-00016/6014807/18/2006	CAGE	LETTERHEAD, OFFICE OF ENFORCEMENT AND COMPLIANCE ASSURANCE	8	NO
EP05W03396 10/05/2005	CAGE	DELL	2	NO
EP06H000847 01/17/2006	CAGE	DELL	1	NO
5-0059 10/21/2005	CAGE	PRINT ORDER	1	NO
6-00018/2005411/01/2005	CAGE	PRINT ORDER	2	NO
EP05W003172 10/06/2005	CAGE	TECH FATA	1	NO
6-00470 01/13/2006	CAGE	PRINT ORDER	1	NO
5-0001 12/23/2005	CAGE	PRINT ORDER	8	NO
5-00495 09/28/2005	CAGE	PRINT ORDER	1	NO
EP05W003288 09/28/2005	CAGE	DELL	7	NO
7-00017/2016801/03/2007	CAGE	PRINT ORDER	1	NO
EP07H000078 10/23/2006	CAGE	DELL	1	NO
5-0001 12/19/2006	CAGE	PRINT ORDER	12	NO
EP06H001494 12/28/2006	CAGE	DELL	10	NO
EP07H000078 10/20/2006	CAGE	DELL	9	NO
6-00017/2015309/22/2006	CAGE	PRINT ORDER	1	NO
4-00129 02/12/2004	CAGE	PRINT ORDER	111	NO
NONE 12/08/2003	CAGE	SPECIAL MADE 28 TRASH CANS	7	NO
EP05W002346 07/07/2005	CAGE	DELL	15	NO
NONE 10/04/2001	CAGE STORAGE	TABLE, IN STORAGE	1	NO
5-00487 09/28/2005	CAGE	PRINT ORDER	1	NO
5-00599 09/28/2005	CAGE	PRINT ORDER	1	NO
EP06H002849 09/26/2006	CAGE	DELL	4	NO
EP06H002723 09/25/2006	CAGE	ROBBINS EXPRESS	1	NO
EP06H002029 09/25/2006	CAGE	COMPUTERS	3	NO
EP07H000485 01/04/2007	CAGE	DELL	1	NO
7-00017/2017001/04/2007	CAGE	PRINT ORDER	1	NO
7-00017/2016801/03/2007	CAGE	PRINT ORDER	1	NO
EP07H000491 01/03/2007	CAGE	DELL	2	NO
EP07H000449 12/28/2006	CAGE	DELL	24	NO
6-00017/2015209/26/2006	CAGE	PRINT ORDER	1	NO
5-0001 12/28/2006	CAGE	PRINT ORDER	16	NO
5-00017/2007108/02/2005	CAGE	PRINT ORDER	6	NO
EP05W00483 08/04/2005	CAGE	DELL	1	NO
EP05W002208 07/11/2005	CAGE	DELL	15	NO
5-00367 04/18/2005	CAGE	PRINT ORDER	20	NO
EP05W001486 03/22/2005	CAGE	TANDBERG	1	NO
3-0001 01/18/2005	CAGE	PRINT ORDER	14	NO
5-00459 08/08/2005	CAGE	PRINT ORDER	4	NO
NONE 12/17/2004	CAGE	DMI FURNITURE	4	NO
1-01304 10/19/2001	CAGE	PROPERTY PASS	1	NO
7-00122 12/28/2006	CAGE	PRINT ORDER	8	NO
EP07H000217 11/15/2006	CAGE	TELESTAR	4	NO
EP06H001494 12/28/2006	CAGE	DELL	22	NO
EP07H000491 12/26/2006	CAGE	DELL	1	NO
NONE 12/26/2006	CAGE	WEST COAST	7	NO
EP06H002029 09/22/2006	CAGE	DELL	14	NO
EP05W002342 07/19/2005	CAGE	DELL	3	NO
EP05W002208 07/13/2005	CAGE	DELL	2	NO
EP05W002342 07/13/2005	CAGE	DELL	3	NO
EP05W001486 03/21/2005	CAGE	SPRINT NORTH SUPPLY	1	NO
5-00367 04/08/2005	CAGE	PRINT ORDER	58	NO
5-00367 04/08/2005	CAGE	PRINT ORDER	218	NO
5-00560 09/01/2005	CAGE	PRINT ORDER	1	NO

NONE	04/30/2004	CAGE	RUBBERMAID	13	NO
NONE	03/10/2004	CAGE	SPECIAL MADE	11	NO
EP06H001798	08/03/2006	CAGE	P.O EXPRESS	1	NO
EP06H001798	08/03/2006	CAGE	P.O EXPRESS	1	NO
EP05W003314	10/14/2005	CAGE	MOTION COMPUTER	1	NO
EP05W003540	10/06/2005	CAGE	IDEAL SOLUTIONS	4	NO
6-00472	02/01/2006	CAGE	PRINT ORDER	2	NO
7-00136	12/28/2006	CFLR	XEROX 8/12X 11 WHITE MOHAWK	40	NO
7-00134	12/27/2006	CFLR	XEROX,PAPER 8/12X11 3 HOLE PUNCH	40	NO
0020185	10/26/2006	CFLR	PACKING BOXES	610	NO
LS-03-01771	04/03/2003	DFLR	LINER'S FOR PLANTS	46	NO
NONE	07/14/2004	DFLR STORAGE	BOOKCASES	2	NO
FS1238/2A	09/05/1991	DFLR 5911	TRASH CANS	19	NO
2W7622	03/22/1993	DFLR NCC-100/OG	WASTEBASKETS, OXFORD GRAY	19	NO
LS-04-02939	06/30/2004	DFLR STORAGE	CHAIRS	5	NO
LS-03-03583	09/30/2003	DFLR STORAGE	FLOOR TILE	10	NO
LS-04-01823	03/24/2004	DFLR 5 SKIDS	SHELVING UNITS FOR STORAGE	5	NO
LS-03-1847	04/09/2003	DFLR STORAGE	TABLE (1), CHAIRS (12)	13	NO
6-00016/60131	02/14/2006	XXXX	LETTERHEAD, THE ADMINISTRATOR	0	NO
7-00061	10/12/2006	XXXX1 SKID	XEROX PAPER, 8 1/2 X 11	0	NO

ATTACHMENT 6

GOVERNMENT FURNISHED PROPERTY

FY 2006 (DESCRIPTION)

#	PROP#	DESCRIPTION	SERIAL	MFG	MODEL	REC'D	LOC	REMA
10		BATTERY, DRILL DRIVE	G4255	CRAFTSMAN	315-111020	04/01/1990	A	
55		BATTERY, DRILL DRIVE	G3050	CRAFTSMAN	315-111020	04/01/1990	A	
31		CALCULATOR	108494	TEXAS INSTR	TI-5330	04/01/1990	A	LAWR
		CALCULATOR	1D019	SHARP	EL-1801C	11/19/2001	A	CLIFF
		CALCULATOR	1D019	SHARP	EL-1801C	11/19/2001	A	LEA
		CALCULATOR	1D019	SHARP	EL-1801C	11/29/2001	EPA WEST	JOE
		CALCULATOR	1D019	SHARP	EL-1801C	11/19/2001	A	MARC
35	669459	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
56	669469	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
24	669461	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	A	DEEV
31	669457	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
26	669465	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
57	669478	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
24	669458	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
49	669467	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
33	669462	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
59	669476	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
58	669460	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
30	669456	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
32	669474	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
34	669479	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
48	669477	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
62	669466	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
29	669472	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
51	669475	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
47	669468	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
60	669464	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
28	669471	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
68	669470	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	
27	669463	CART, MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST	

FY 2006 (DESCRIPTION)

EI	PROP	DESCRIPTION	SERIAL	MFG	MODEL	REC'D	LOC	REMARKS
163	700001	CART,PANEL,MOVER(RED)	N/A	COOPER	3826	08/12/2002	EPA WEST	8@ 28
		CHARGER,BATTERY	YLEC157	YALE	3YE12450	04/01/1990	A	WARE
		CLOCK,TIME	0089527DJ	CROPRINT	ETC	02/26/2003	EPA WEST	OFFIC
		CLOCK,TIME	0078030AJ	CROPRINT	ETC	02/26/2003	A	OFFIC
001		[REDACTED]	H7Q8X01	DELL	DHM	10/01/2001	A	LAWF
002		[REDACTED]	B7Q8X01	DELL	DHM	10/01/2001	A	RENE
003		[REDACTED]	D7Q8X01	DELL	DHM	10/01/2001	A	MARC
004		[REDACTED]	C7Q8X01	DELL	DHM	10/01/2001	A	LEA, I
005		[REDACTED]	28Q8X01	DELL	DHM	10/01/2001	EPA WEST	JOE,
006		[REDACTED]	J7Q8X01	DELL	DHM	10/01/2001	EPA WEST	JOE,
007		[REDACTED]	83W3X01	DELL	DHM	10/01/2001	EPA WEST	JOE,
		[REDACTED]	NQJ04210	CANON	330	08/17/2005	A	LEAS
		CROW BAR 18" (BLUE)	N/A	N/A	N/A	11/01/1995	EPA WEST	
		CROW BAR 18" (BLUE)	N/A	N/A	N/A	11/01/1995	EPA WEST	
		DRILL 3/TOOL CORDLESS COMB KIT 18 VOLT		BLACK DECKER	FIRE STORM FS318C-2	05/04/2006	EPA WEST	
		DRILL, CORDLESS, 18V	J940257	HITACHI, KOKI	DS 18CVB (SSX)	05/12/2005	EPA WEST	
144		DOCK PLATE	N/A	N/A	N/A	04/01/1990	A	
165		DOCK PLATE	N/A	N/A	N/A	04/01/1990	A	
49		DOCK PLATE	N/A	N/A	N/A	04/01/1990	A	BC LE

FY 2006 (DESCRIPTION)

EI	PROP	DESCRIPTION	SERIAL	MFG	MODEL	REC'D	LOC	RE
566		DOCK PLATE	N/A	N/A	N/A	04/01/1990	EPA WEST	
139		DOCK PLATE	N/A	N/A	N/A	04/01/1990	A	D LEV
138		DOCK PLATE (BLUE)	N/A	N/A	N/A	11/01/1995	A	D LEV
		DOLLIES, 4" CARPET ENDED	N/A	N/A	N/A	02/25/2002	EPA WEST 75@	
		DOLLIES, 4" CARPET ENDED	N/A	N/A	N/A	09/11/2002	EPA WEST 60@	
046		FAN, ELECTRIC	N/A	LASKO	N/A	04/01/1990	A	OFFIC
158		FAN, FLOOR	85G300009985	PATTON	N/A	11/01/1995	A	D LEV
220		FAN, FLOOR	85G300008964	PATTON	N/A	11/01/1995	A	D LEV
209		FAN, FLOOR	GS00F148C2	LASKO	N/A	11/01/1995	A	C LEV
216		FAN, FLOOR	N/A	PATTON	1-3070	11/01/1995	A	C LEV
113		FAN, FLOOR	856300010425	PATTON	N/A	04/01/1990	A	D LEV
199			A16-06069	TCM	FG15N18T	10/01/2001	A	C LEV
008			A16H05952	TCM	FG15N18T	10/01/2001	A	C LEV
152	700000	FORKLIFT, CHERRY PICKER	N455187	YALE	0SC30BAN24STC85	04/01/1990	A	
142	478280	FORKLIFT, PROPANE	N407457	YALE	GLC030CBJUA083	04/01/1990	A	D LEV
		JACK, PALLET SCALE	143168	HAWK	N/A	08/28/2003	EPA WEST	
		JACK, PALLET	78143742100200	MULTITON	TM55	10/29/2002	A	A LEV
		JACK, PALLET	78143747100200	MULTITON	TM55	10/29/2002	A	A LEV
541	945044	JACK, PALLET TRUCK W/BATTERY	7A106995	CROWN	AOQW	04/01/1990	EPA WEST	
162	945377	JACK, PALLET	PWD56500149012	CLARK	N/A	04/01/1990	A	
206	164446	JOHNSON BAR	A1014	N/A	N/A	04/01/1990	A	E LEV
184	164434	LADDER 5-STEP	N/A	FIDELITY PROD	N/A	04/01/1990	EPA WEST	
347		LADDER, ALUMINUM 8FT	N/A	WERNER	.358	04/01/1990	EPA WEST	
		MOVING BLANKETS (4dz @ 87.00 c)	MULTICOLOR			10/01/1999	A	
87-300			364VFGT16	NEXTEL	MOTOROLA I730	06/21/2005	EPA WEST JOE	
88-300			364VEJ7YN3	NEXTEL	MOTOROLA I730	07/26/2004	A	TRUC
89-300			364VEJ3DVK	NEXTEL	MOTOROLA I730	07/26/2004	EPA WEST ED S	
86-300			364VEJ3DVP	NEXTEL	MOTOROLA I730	07/26/2004	A	LAWI

FY 2006 (DESCRIPTION)

TEI	PROP	DESCRIPTION	SERIAL	MFG	MODEL	REC'D	LOC	RE
0036		PRINTER	3129JA2HD7	HEWLETT PACKARD	LASERJET III	04/01/1990	A	LAW
0191		PROPANE STORAGE CAGE	N/A	WILRAY METAL	Z16H	04/01/1990	A	
0348		RAMP, STAIR, METAL	N/A	CAROLINA	N/A	04/01/1990	EPA WEST	
0349		RAMP, STAIR, METAL	N/A	CAROLINA	N/A	04/01/1990	EPA WEST	
0141		ROLL, LADDER	SW2414W01	EQUIP CO AMER	PT4-SH36-20DTS	04/01/1990	A	
0161	164464	SCALE, PLATFORM	G623919	FAIRBANKS MORSE	41-3132	04/01/1990	A	WAR
		SCANNER, W/BATTERY PACK	M1E65G25R	SYMBOL	PDT3100	12/05/2002	A	RENI
		CRADLE FOR SCANNER	M1E34J12P	SYMBOL	CRD3100-1000	12/05/2002	A	RENI
		SCANNER, W/BATTERY PACK	M1H71D71J	SYMBOL	PDT3100	07/21/2004	A	MAR
		CRADLE FOR SCANNER	MIH75D91W	SYMBOL	CRD3100-1000	07/21/2004	A	MAR
0339		STRAPPER	N/A	DAVIDSON METALS	N/A	04/01/1990	EPA WEST	
0565	164444	STRAPPER, METAL (3PC)	66233919	SIGNODE	AL-12	04/01/1990	EPA WEST	
0153		TRUCK, APPLIANCE (RED)	SRT M-66	STEVENS APPL	N/A	04/01/1990	EPA WEST	
		TRUCK, APPLIANCE	SRT-M-6C	N/A	N/A	08/12/2002	EPA WEST	
		TRUCK, HAND, 2 IN 1	N/A		N/A	08/12/2002	EPA WEST	6@ 2